AGENDA

TOWN OF EDGEWOOD

REGULAR COUNCIL MEETING – OCTOBER 15, 2014 @ 6:30 P.M. EDGEWOOD COMMUNITY CENTER - #27 E. FRONTAGE ROAD PLEASE SILENCE ALL ELECTRONIC DEVICES DURING MEETING THANK YOU.

(The Town of Edgewood Council is pleased to have residents of the community take time to attend Council Meetings. Attendance and participation is encouraged. Individuals wishing to be heard during Public Hearing proceedings are encouraged to be prepare. Public comments may not be disruptive or harassing, and all persons are expected to maintain respect and decorum. Accordingly, rude, slanderous, or abusive comments and/or boisterous behavior will not be permitted. Written comments are welcomed and should be given to the Clerk-Treasurer prior to the start of the meeting).

- · CALL TO ORDER.
- PLEDGE OF ALLEGIANCE.
- 1. APPROVAL OF AGENDA.
- 2. APPROVAL OF CONSENT AGENDA.
 - A. Approval of the Regular Council Meeting Minutes of October 1, 2014.
 - B. Acknowledge Receipt of the Planning & Zoning Commission Meeting Minutes of October 7, 2014.
 - C. Acknowledge Receipt of the Library Board Meeting Minutes and Library Report for the month of September, 2014. (No Minutes available meeting cancelled)
 - D. Acknowledge Receipt of the Parks & Recreation Meeting Minutes of October 6, 2014.
 - E. Acknowledge Receipt of the Animal Welfare Advisory Committee Meeting Minutes of October 7, 2014
- 3. MATTERS FROM THE MAYOR.
 - A. Appointment of Evaluation Committee for Legal Services.
 - B. Update on the Field Dedication to Steve Williams.
 - C. Progress on the changing of street lights to LED's.
 - D. Discuss Potential Town Hall Meeting.
 - E. Abandoned Mobile Homes on Commercial Corridor.
- 4. MATTERS FROM THE COUNCILORS and/or ANNOUNCEMENTS.
- 5. MATTERS FROM THE ATTORNEY.
- 6. COMMISSIONER ROBERT ANAYA Santa Fe County.
- 7. MR. PATRICK BARELA, SANTA FE COUNTY TREASURER and MR. ERIC LUJAN, DEPUTY TREASURER Santa Fe County Outreach Program.
- TOWN OF EDGEWOOD POLICE REPORT Chief Radosevich.
 A. Police Report and Animal Control Report for the month of September, 2014.

- PARKS & RECREATION DISCUSSION TOPICS Roger Holden.
- 10. PUBLIC COMMENTS OF GENERAL MATTERS. Limit to 2 minutes per person.
- 11. PUBLIC INPUT.

Legislative Procedure: Certification that Public Notice of this Meeting has been posted as required:

Continued from the Council Meeting of September 17, 2014.

A. Intent to Adopt Proposed Ordinance No. 2014-05 "Creating a Planning & Zoning Commission".

12. MATTERS FROM THE ADMINISTRATOR/PLANNER.

- A. Status of State Land Office Lease.
- B. Update on issued Building Permits.
- C. Update on Sign Removal.
- D. Status Report on Construction Bid for the Police Department/Animal Control.
- E. Approval of the Lease Agreement for the Library.
- F. Proposed New Mexico Finance Authority Ordinance No. 2014-09 (FYI)
- 13. APPROVAL OF THE FINANCIAL REPORT FOR THE MONTH OF SEPTEMBER, 2014.
- 14. ANNOUNCEMENTS and/or CALENDAR REVIEW.
 - A. Regular Council Meeting November 5, 2014 @ 6:30 P.M.
 - B. Regular Council Meeting November 19, 2014 @ 6:30 P.M.
- 15. FUTURE AGENDA ITEMS.
- 16. CLOSED SESSION.

As per motion and roll call vote, pursuant to NMSA 1978, 10-15-1 (H)(7)and 10-15-1(H)(8) the following will be discussed in Closed Session.

- Pending Litigation
- Real Property Acquisition
- 17. MOTION per Closed Session.
- 18. ADJOURN.

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Clerk at the Town Offices located at 1911 Historic Route 66, at least five (5) days prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Town Clerk at (505)286-4518, or by e-mail at clerk@edgewood-nm.gov if a summary or other type of accessible format is needed. The complete council packet may be viewed on the web, visit www.edgewood-nm.gov click on Agendas, Minutes.

MINUTES TOWN OF EDGEWOOD REGULAR COUNCIL MEETING OCTOBER 1, 2014 @ 6:30 P.M. EDGEWOOD COMMUNITY CENTER - #27 E. FRONTAGE ROAD

CALL TO ORDER.

Mayor Hill called the meeting to order at 6:30 p.m. Councilors present were Rita Loy Simmons, Sherry Abraham, Chuck Ring, and John Abrams. Also present were Vanessa Chavez, Town Attorney, Estefanie Muller, CMC, Clerk-Treasurer, and Bonnie Pettee, Town Secretary.

PLEDGE OF ALLEGIANCE.

1. APPROVAL OF AGENDA.

MOTION: Councilor Abrams made a motion to approve the Agenda as presented.

Councilor Ring seconded the motion.

Councilor Simmons voted aye. Councilor Ring voted aye. Councilor VOTE:

Abraham voted aye. Councilor Abrams voted aye. The motion carried.

APPROVAL OF CONSENT AGENDA. 2.

A. Approval of the Regular Council Meeting Minutes of September 3, 2014.

B. Approval of the Regular Council Meeting Minutes of September 17, 2014.

MOTION: Councilor Simmons made a motion to approve the Consent Agenda as

presented. Councilor Abraham seconded the motion.

Councilor Simmons voted aye. Councilor Ring voted aye. Councilor VOTE:

Abraham voted aye. Councilor Abrams voted aye. The motion carried.

MATTERS FROM THE MAYOR. 3.

A. Google Event.

Mayor Hill spoke regarding the GOOGLE event in Moriarty last Tuesday. Governor Susana Martinez and Secretary Barela were there, as well as Mayor Hart & EVEDA. This was a press event at the Moriarty airport to announce the construction of the new GOOGLE facility. Mayor Hill met with Governor Martinez and others the next day as a follow-up meeting. Mayor Hill acknowledged this as a great contribution to the area and thanked the Governor for recognizing our communities.

B. Appointment of Councilor for Audit Conference Exit.

Councilor Simmons made a motion to appoint Councilor Abraham to **MOTION:**

participate in the Audit Conference Exit and Councilor Abrams as an

alternate. Councilor Ring seconded the motion.

Councilor Simmons voted aye. Councilor Ring voted aye. Councilor VOTE:

Abraham voted aye. Councilor Abrams voted aye. The motion carried.

C. Dedication of Plaque at the Recreation Field in honor of Steve Williams.

Mayor Hill stated that the dedication of the plaque for Steve Williams will be held on October 9, 2014 at 3:30 pm. Estefanie Muller stated she would contact the family. Mayor Hill stated Staff will be allowed to leave their work places to attend.

D. Roads

Chief Radosevich updated the Council and Staff on the construction about to start on I-40, between 185 & 189 mile markers. Work will start on October 7th and continue approximately 35 days, with traffic restricted to one lane. During heavy traffic times, Edgewood Police will assist the State Police in slowing traffic and keeping it flowing smoothly. Mayor Hill suggested that the construction work should be published in an effort to notify the public of potential traffic delays.

Mayor Hill also reported that Santa Fe County was in the process of resurfacing Dinkle Road. Mr. Martinez, from D.O.T, called and apologized for not notifying Edgewood officials of the road work.

4. MATTERS FROM THE COUNCILORS and/or ANNOUNCEMENTS.

Councilor Abrams inquired if there was any indication of work being completed on Hwy. 344. Chief Radosevich replied that he drove 344 and there are still temporary signs in place. They will be sweeping and striping the road within a week. After that they will do a traffic study & re-access the road from Dinkle Road. He assured the Governing Body that they would be involved.

Councilor Ring commented that, previously, he thought they had requested that the phrase pertaining to "turning off" electronic devices was to be omitted from the agenda. After a brief discussion, it was decided that the terminology would be changed to "please silence" electronic devices. Councilor Ring inquired about the approval of the speed limit changes. Chief Radosevich replied that they were all approved. Councilor Ring noted that at the last meeting there was a discussion regarding work needing to be done on Palamino Road. He reported that Mr. Gene Bassett had done the necessary work to improve the condition of the said road. Councilor Ring expressed a special thanks to Mr. Bassett and requested that a letter of appreciation be sent to him. He added, as a last note, that he would be going to Santa Fe Bio Park with Roger Holden & Sherry Abraham to look at the bridge that was moved there. This would serve as an example of how to place the bridge that was donated to Edgewood.

Councilor Simmons expressed her thanks to the Police department for the recent event to remove drugs from the street.

5. MATTERS FROM THE ATTORNEY.

A. Infill Annexation Status.

Town Attorney, Vanessa Chavez spoke regarding the Infill Annexation. She reported that they are still approximately 100 properties that they are working with Santa Fe County to reconcile. She added that they want to be sure all boundaries are correct.

Attorney Chavez went on to speak concerning the private roads, there were two possibilities available in which the town could legally maintain: If it were a school bus route and if it was implied dedication.

Mayor Hill stated that this project would need to be done in sections because of the large number of private roads in Edgewood. Norton Henninger, Road Supervisor, supplied

Mayor Hill with an inventory of the private roads. Mayor Hill felt this would help in attaining a better idea of the costs and equipment needed to begin a project of this size. He suggested that "we" look this over the winter and have a strategy ready to begin in spring.

Councilor Abrams inquired about how other municipalities are handling this type of issue, if there was precedence set that we could look at. Mayor Hill replied that this would be handled by ordinance.

Councilor Simmons commented on a complaint from a citizen who blamed the Town road crew of damage to his road during the last rain storm. She expressed concern that the Town is short on staff. Mayor Hill replied that we need to look at adding more crews and possibly hiring private contractors to help with road maintenance.

Attorney Chavez stated that the process is to get the roads identified and have an Ordinance in place. This is the necessary first steps in following state law.

6. MATTERS FROM THE MUNICIPAL JUDGE.

A. Judge White will present his report for the month of September, 2014. Judge White presented his report and stated he has requested that the Alternate Judge position be re-advertised. He spoke to New Mexico Municipal League and the Town of Edgewood is in compliance with advertising the position. He expressed the need to advertise the position for a longer period of time. Estefanie Muller reported that the position is currently being advertised.

MOTION: Councilor Abrams made a motion to accept the Judge's report. Councilor

Simmons seconded the motion.

VOTE: Councilor Simmons voted aye. Councilor Ring voted aye. Councilor

Abraham voted aye. Councilor Abrams voted aye. The motion carried.

7. PUBLIC COMMENTS OF GENERAL MATTERS. Limit to 2 minutes per person. Sue West reviewed the Ordinance regarding signage and "beautification" of Edgewood. She expressed her concern over the recent appearance of Edgewood. Ms. West encouraged the staff to follow the ordinances in place and enforce the penalties. Ralph Hill addressed the Mayor, Council and Staff regarding a new ruling by the Supreme Court that would allow a Christian prayer before a meeting. He asked that this be considered before each council meeting. Mayor Hill replied that he would discuss this with our legal staff.

8. APPROVAL TO REQUEST FOR PROPOSALS FOR ARCHITECTUAL SERVICES FOR THE MUNICIPAL BUILDINGS.

MOTION: Councilor Simmons made a motion to approve the RFP for architectural services for the municipal buildings. Councilor Ring seconded the motion.

Councilor Abrams expressed his concern regarding water use. He would like to see a gray water re-use system included in the plans. Mayor Hill agreed and noted that the local treatment system on Section 16 calls for the best use of water. He added the plans would also need to support energy efficient methods.

VOTE: Councilor Simmons voted aye. Councilor Ring voted aye. Councilor Abraham voted aye. Councilor Abrams voted aye. The motion carried.

9. CALL FOR PUBLIC HEARING - Proposed New Mexico Finance Authority Ordinance No. 2014-09.

Councilor Abrams made a motion to call for Public Hearing for the New **MOTION:**

Mexico Finance Authority Ordinance No. 2014-09. Councilor Simmons

seconded the motion.

VOTE: Councilor Simmons voted aye. Councilor Ring voted aye. Councilor

Abraham voted aye. Councilor Abrams voted aye. The motion carried.

MATTERS FROM THE ADMINISTRATOR. 10.

A. Approval to transfer interest accrued (\$1,180.70) from Certificate of Deposit at Wells Fargo Bank to Bank of the West and obtain new CD.

Councilor Abrams made the motion to approve the transfer of interest MOTION:

accrued from the CD at Wells Fargo Bank to the Bank of the West and

obtain a new CD. Councilor Simmons seconded the motion.

VOTE: Councilor Simmons voted aye. Councilor Ring voted aye. Councilor

Abraham voted aye. Councilor Abrams voted aye. The motion carried.

ANNOUNCEMENTS and/or CALENDAR REVIEW. 11.

A. Regular Council Meeting - October 15, 2014 @ 6:30 P.M.

B. Regular Council Meeting - November 5, 2014 @ 6:30 P.M.

NOTE: The Town Hall offices will be closed on Monday, October 13, 2014 in observance of Columbus Day.

FUTURE AGENDA ITEMS. 12.

- A. Continuation of Public Input Creating a Planning & Zoning Commission. October 15, 2014.
- B. Commissioner Robert Anaya attending Council Meeting of October 15, 2014. NOTE: This meeting may require additional posting.
- C. Santa Fe County Treasurer and Deputy Treasurer will also be attending the October 15, 2014 meeting.

13. CLOSED SESSION.

As per motion and roll call vote, pursuant to NMSA 1978, 10-15-1 (H)(8) the following will be discussed in Closed Session.

Real Property Acquisition

MOTION: Councilor Simmons made a motion to go in to Closed Session pursuant to

NMSA 1978, 10-15-1 (H) (8) Real Property Acquisition. Councilor

Abrams seconded the motion.

Councilor Simmons voted aye. Councilor Ring voted aye. Councilor VOTE:

Abraham voted aye. Councilor Abrams voted aye. The motion carried.

Councilor Abrams made a motion to come back to Open Session. **MOTION:**

Councilor Abraham seconded the motion.

Councilor Simmons voted aye. Councilor Ring voted aye. Councilor VOTE:

Abraham voted aye. Councilor Abrams voted aye. The motion carried.

Councilor Abrams affirmed only matters listed were discussed during Closed Session and no action was taken.

Councilor Abraham affirmed only matters listed were discussed during Closed Session and no action was taken.

Councilor Ring affirmed only matters listed were discussed during Closed Session and no action was taken.

Councilor Simmons affirmed only matters listed were discussed during Closed Session and no action was taken.

Mayor Hill affirmed only matters listed were discussed during Closed Session and no action was taken.

There was a consensus of Council that Legal Counsel look at options available.

14. ADJOURN.

MOTION:

Councilor Simmons made a motion to adjourn the meeting. Councilor

Abrams seconded the motion.

VOTE:

Councilor Simmons voted aye. Councilor Ring voted aye. Councilor

Abraham voted aye. Councilor Abrams voted aye. The motion carried.

Mayor Hill adjourned the meeting at 7:50 p.m.

PASSED, APPROVED and ADOPTED this 15th day OF OCTOBER, 2014.

Brad E.	Hill, Mayor	

ATTEST:

Estefanie B. Muller, CMC, Clerk-Treasurer

MINUTES TOWN OF EDGEWOOD PLANNING & ZONING COMMISSION MEETING OCTOBER 7, 2014 AT 6:00 PM 27 E. FRONTAGE ROAD, EDGEWOOD COMMUNITY CENTER

1) Call to order-Roll call.

Chairman Gabel called the meeting to order at 6:00 PM.

Commissioners Present: Brad Gabel, John Carpenter, Leonard Navarre

Commissioners Absent: None

Staff Present: Kay Davis-McGill, Tracy Sweat.

2) Approve Agenda.

Chairman Gabel indicated he would entertain a motion to approve the Agenda

Commissioner Carpenter made a motion to approve the Agenda; his motion was seconded by Commissioner Navarre.

Action: Chairman Gabel voted aye. Commissioner Carpenter voted aye. Commissioner Navarre voted aye. The motion carried.

3) Approve the Minutes of 9/2/2014.

Chairman Gabel asked if there were any changes or corrections required; hearing none he called for a motion.

Commissioner Carpenter made a motion to approve the Minutes as presented; his motion was seconded by Commissioner Navarre.

<u>Action:</u> Chairman Gabel voted aye. Commissioner Carpenter voted aye. Commissioner Navarre voted aye. The motion carried.

4) Discussion: New Ordinances

Ms. Davis-McGill stated it was the Councils intention to review the new Subdivision and Zoning Ordinances in the next three to six months.

Chairman Gabel suggested the reviews be broken down onto sections to save time. He also discussed creating checklists that would reflect the changes to the Ordinances.

Staff agreed to draft up new checklists for the Commissions review and to list out discussion items by section.

Chairman Gabel requested the attorneys' presence at the meetings in which the Ordinances are reviewed.

5) Public Comment. Limit to 2 minutes per person. Note: If you plan to speak under Public Hearings, please do not sign up for this topic.

None.

6) Matters from the Chair and Commission Members.

Chairman Gabel stated the Commission had been presented with copies of the Vineyard Church Conditional Use information as it was processed and approved by the Council. He also asked about any upcoming Municipal League Training.

Commissioner Carpenter indicated he would not be in favor of taking on a review and update of the road list previously drafted by the Commission. He added this had been suggested at the Council meeting but did not feel he had the expertise to evaluate traffic studies and associated engineering.

Chairman Gabel clarified that this list had been generated by the previous Commission and consisted mainly of data collection and prioritizing. He added it could come as a request from the Mayor and Council that the Commission review the information and make a recommendation but that the Council would make the final decision.

Ms. Davis-McGill updated the Commission on the status of the roads to receive paving this winter, including Rainbow, Walker, and Horton Roads.

Commissioner Navarre stated he would not be available for the next regularly scheduled meeting of October 21, 2014.

7) Matters from Staff.

Ms. Sweat stated she had attended the NMLZO training in Deming and a Land Use Law Seminar in Albuquerque. She indicated she would provide copies of the training documents for each of the Commissioners upon the Chairman's review.

8) Calendar Update.

Chairman Gabel stated the next meeting should be moved to November 4 since there were not any pending applications and Commissioner Navarre is unavailable for October 21, 2014.

The Commission agreed to hold the next meeting on November 4, 2014.

9)	Adjourn. Commissioner Navarre made a motion	to adjourn.
	Action: Chairman Gabel voted aye. voted aye. The motion carried.	Commissioner Navarre voted aye. Commissioner Carpenter
	Chairman Gabel adjourned the meeting	at 6:22 P.M.
	Brad Gabel, Chairman	
,	ATTEST:	
A	TTEST:	Kay Davis-McGill, Administrator
	- -	Leonard Navarre, Secretary P & Z



Librarian Report

September 2014
Submitted by: Librarian, Andrea Corvin

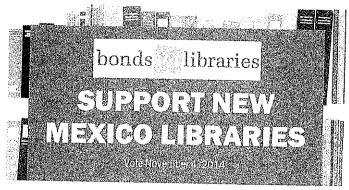


Sadly and unexpectedly, the library lost one of its own, Darren Suda, on September, 13. Darren was a Veteran of the US Air Force as well as a loving husband, father, and son. He will be dearly missed by his family and also, by his library family.

Although library business and programs have been moving along as usual, the upcoming election on November 4, 2014 is a very important one for libraries all across New Mexico. Why is that, you ask? Many libraries, including the Edgewood Community Library, depend heavily on Government Obligation Bond (GO Bond) funding in a constantly fiscally and culturally fluctuating

environment. Past and future expenditures towards collection acquisitions, library automation, public access databases, technological hardware/software and more have been and will be exclusively funded by GO Bonds at the Edgewood Community Library.

We are projected to receive \$12,682.53 if you get to the polls and vote; meaning that we will be able to continue meeting community needs in the future. How much will it cost you, the taxpayer, you say? According to NM state sources, the estimated annual cost to voters for GO Bond "B" is a mere 65¢ per \$100,000.00 of the assessed value of your home! If the assessed value of your home, for example, was \$200,000.00 then estimated cost to you



would be \$1.30. It seems like such a small price to pay in support of such priceless educational opportunities and services for the community. So, let's say it together, folks...

VOTENOVEMBER 4, 2014!

Attached, please find library statistics and materials added report.

Edgewood Community Library Statistics FY14 & FY15 Compared

Library Stats	Jul-13	Jul-14	Aug-13	Aug-14	Sep-13	Sen-14	Oct-13	0-4-1A	Nov.12	NIC.	135	
Adults	1 105	1 200	1 400			9.0					CT-Jan	DEC-14
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Library Program / Meeting / Event Stats FY15

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Export

Materials by Date Added

- 9/1/2014 through 9/30/2014
- Items still in catalog as of Thursday, Oct 2, 2014

77 items, \$1529.53 total price.

Material Type	Items	Added Valu	e Added (\$`
1 - Default			<u></u>
2 - 0-99			
3 - 100-199			
4 - 200-299			
5 - 300-399		· · · · · · · · · · · · · · · · · · ·	
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9 - 700-799	1	16.95	<u> </u>
10 - 800-899			<u> </u>
11 - 900-999	<u> </u>		
12 - Best Seller/Recent Acqui	sition 22	586.60)
13 - Biography			
14 - Board Book			**************************************
15 - Books on CD	13	370.91	
16 - Computer Equipment			- F
17 - DVD	3	45.00	
18 - Easy			
19 - Easy Reader			
20 - Fiction	4	75.97	
21 - J Biography			
22 - J Books on CD			
23 - J DVD			
24 - J Fiction	9	83.41	
25 - J Graphic Novel	6	76.94	
26 - J Nonfiction	1	28.95	
27 - J VHS			
28 - Kit (Easy Reader)			
29 - Kit (Easy)			
30 - Kit (Juvenile)			
31 - Large Print			
32 - Learning Backpacks			
33 - Mystery		i	
34 - Oversized			
35 - Romance			
36 - Science Fiction	3	30.98	

37 - Southwest		
38 - Western	6	101.05
39 - YA Biography		101.95
40 - YA Books on CD		
41 - YA DVD		
42 - YA Fiction	7	74.02
43 - YA Graphic Novel		74.93
44 - YA Nonfiction	2	36.94

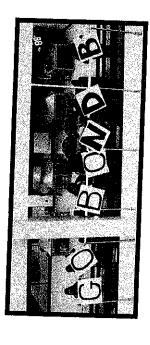
New Mexico Public Libraries

Public libraries in New Mexico and across the United States are no longer mere repositories of books. Like the rest of U.S. society, their role in the community has been transformed by the digital age. Libraries increasingly have become a service center for the many New Mexicans who need access to a computer and the Internet but do not have it at home. Libraries increasingly are being called upon to provide technology training, assistance with jobaccessing e-government services. In addition, students at levels increasingly require access to internet and computer-based resources for educational purposes and more people are increasingly using computers and the internet With funding for public libraries being cut across the nation and in New Mexico as a to keep in touch with families and colleagues. result of the economic recession, New Mexico libraries are challenged to meet the real and and support for increasing demands.

77 Public Libraries in New Mexico In just one day...

- L59 people walk through the doors of New Mexico Public Libraries!
- 71 books, DVDs, and more, are borrowed from New Mexico Public Libraries!
- 4,641 people use computers at New Mexico Public Libraries!
- 3,737 reference questions are answered at New Mexico Public Libraries!
- 2,091 people attend programs at New Mexico Public Libraries!

YOU NEED LIBRARIES.



LIBRARIES NEED YOU!

Library GO Bond Issue B

November 4, 2014

\$10,800,000

for all

- Academic
- Public
- · School
- Tribal

Libraries in New Mexico

For more information visit bondsforlibraries.org

NEW MEXICO SCHOOL LIBRARIES

CRITICAL FOR STUDENT ACHIEVEMENT In schools with quality library programs, student performance on annual academic assessments consistently averaged 8-10 points higher than other schools.

INSPIRE LITERACY

Research has shown that school libraries have the tools to inspire literacy in learners of all ages. When students have the opportunity to choose meaningful literature and to explore information that matters to them, many forms of literacy emerge and develop.

PROVIDE EQUAL OPPORTUNITIES FOR LEARNING AND ACHIEVEMENT TO ALL STUDENTS

Well-funded school libraries provide access to information and literature for all children, including those with little personal means to obtain reading and electronic resources.

CAN BE A KEY INFLUENCE IN THE COMMUNITY

Today's school libraries must be gathering places for people of all ages and all interests to learn, to explore and to debate ideas. They must be accessible to the total school community, onsite or remotely; they must help to provide a community network of information and education services for people of all ages.

By Kathryn C. Sherlock, Ph.D.



NEW MEXICO TRIBAL LIBRARIES

There are eighteen tribal public libraries in New Mexico and one developing public library. Each library serves as a traditional resource and information center by providing services and materials to community members of all ages, as well as providing the only computer access for many students and job seekers. They also serve as a cultural resource by providing classes and materials in their respective Native languages and traditional arts and crafts. Tribal libraries receive varying degrees of support from tribal governments. While the

majority of pueblos and tribes recognize that tribal libraries are important for the community, they have limited budgets and are not able to provide funding at levels adequate to support and sustain a quality library.



In just one day...

- 551 people walk through the doors of NM tribal public libraries
- 239 books, movies, CDs, and more, are borrowed from NM tribal public libraries
- 287 people use computers at NM tribal public libraries
- 135 reference questions are answered at NM tribal public libraries
- 129 people attend programs at NM tribal public libraries

NEW MEXICO ACADEMIC LIBRARIES

NM Academic Libraries State Facts

- Requests for service & materials continued to rise in 2013.
- 5 million visits to NM Academic Libraries
 (a million more than in 2010)
 - 60 thousand citizens attended library presentations
- 95 thousand materials were shared among NM libraries

Projected Inflation National Facts

The cost of library materials increased annually approximately 6%¹ versus 1.6% of US Consumer Price Index in 2012.

Bottom Line

Local institutional funding is inadequate to address collective state-wide needs

Passing Bond B during the November 2014 election will enable public academic libraries to:

- Provide 24/7 access to library information resources for all campus-wide and distance education students, faculty, and staff-no matter where they live;
- Support our students and faculty by developing and updating current Library materials in community college and university libraries;
- Assist in meeting accreditation

GO Bonds provide up to 25% of New Mexico academic library materials

1Select Serial Indices for 2009 to 2013

Edgewood Parks and Recreation Advisory Committee Minutes – September 8, 2014 Edgewood Community Center, Edgewood, NM

Attendance:

Parks and Recreation Program Manager: Roger Holden, Members: Clark McDuell (Chair), Al Humble (Vice Chair), Roxie Carpenter (Secretary), Paul McClure, Ray Seagers, Patrick Wagner, Alternates: TBD

A Quorum was established.

The meeting was called to order at 6:30 pm by Chair, Clark McDuell.

Motion #13: (McClure/Carpenter) Motion to approve agenda for September 8, 2014 meeting.
6 in favor/0 opposed. Motion Carries

Motion #14: (Humble/McClure) Motion to accept minutes from August 4, 2014 meeting.

6 in favor/0 opposed. Motion Carries

Public Comment:

- 1. Mr. Ralph Hill suggested having a trailhead at trail on Section 16.
- 2. Mr. Roger Alink said that the north end of the 30 acre equestrian center is open so that horses can pass through.
- 3. Mr. Roger Alink, founder of Wildlife West (WLW), asked the Town of Edgewood to partner with WLW to support the annual Music Festival at a minimum of \$10,000. The music festival brings in nationally known music groups which attract many visitors to Edgewood. The music festival generates gross receipts tax revenue for the town, provides a memorable event for the citizens, and opens up volunteer opportunities which create social capital.

Motion #15: (Seagers/Wagner) Motion to back WLW Music Festival 2015 at a minimum of \$10,000.
6 in favor/0 opposed. Motion Carries

Motion #16: (Humble/Carpenter) Motion to table Agenda Item #13, discussion of community farming issue, until Al Humble and whoever else desires can assemble more information.

6 in favor/0 opposed. Motion Carries

Motion #17: (McDuell/Humble) Motion to table Agenda Item #11, Community Center Park Repairs, until the volunteer who will be in charge of that can be in attendance.

6 in favor/0 opposed. Motion Carries

Motion #18: (McClure/Humble) Motion to table Agenda Item #12, Santa Fe County ICIP recommendations, until information is available.

6 in favor/0 opposed. Motion Carries

Motion #19: (Wagner/Carpenter) Motion to accept report from Ray Seager on Agenda Item #14, Trail ride committee on Cerro Pelon Ranch to SASS ride and events.

6 in favor/0 opposed. Motion Carries

Motion #20: (Clark/Carpenter) Motion to accept report from Roger Holden on Agenda Item #16, Bachelor Draw bridge on Section 16.

6 in favor/0 opposed. Motion Carries

Motion #21: (Seagers/McClure) Motion to decline Agenda Item #17, Soccer field user fees. The Town of Edgewood will continue to fund recreational area maintenance from the general fund. User fees will not be charged for recreational areas.

6 in favor/0 opposed. Motion Carries

Motion #22: (McDuell/McClure) Motion to table Agenda Items #19-21 due to lack of time.

Agenda Item #19 - Community Forest Program Grants and Outdoor Site Accessibility Guide.

Agenda Item #20 - Review Subdivision Ordinance for Open Space, Bicycle, Pedestrian and Equestrian Trail requirements.

Agenda Item #21 - Discuss the future of Parks and Recreation for the Town of Edgewood. 6 in favor/0 opposed. Motion Carries

Meeting dates and time: Meetings will be held on the first Monday of the month, unless it falls on a holiday, at 6:30 pm at the Edgewood Community Center.

Next meeting will be October 6, 2014.

Motion #23: (McDuell/Wagner) Motion to adjourn at 8:30 pm.

6 in favor/0 opposed. Motion Carries

Respectfully submitted by: **Roxie Carpenter**

Ropie Carpenter

Secretary - Roxie Corpenter - Chair - Clark Mc July

Chair - Clark Mc Duce 11

MINUTES DRAFT **Animal Welfare Advisory Committee** October 7, 2014 @ 2:30 **Town Office** TOWN OF EDGEWOOD

Attending: Mike Ring, Diana Honest, Debbie Stack, Chief Radosevich, Peggy Myers, Susan Simons, Estefanie Muller

CALL TO ORDER: 2:30PM

APPROVAL OF AGENDA: Moved by Peggy Myers, Second Debbie Stack, approved

unanimously

APPROVAL OF OPEN MEETING RESOLUTION: Moved by Peggy Myers, second Diana Honest,

approved unanimously

COMMITTEE CHARGE/CHARTER - TOWN ORDANENCE CREATING COMMITTEE: the committee was given a copy of the Town ordinance creating the committee. The Chief brought copies of the Animal Care & Control Ordinance. The Committee will review the ordinance and make suggestions as to updates and other changes and bring them to the next meeting.

SETTING OF GOALS AND MILEPOSTS:

The next few meetings the committee will review and make suggestions for policies and procedures for the shelter and for volunteers working at the Shelter. Diana Honest will do internet investigation for samples from towns and shelters of similar size.

There is a non-profit in Edgewood that would like to partner with the Town to help with the cost of spay and neuter. More investigation needs to be done on how this might work.

ANNOUNCEMENTS AND CALENDAR REVIEW

Because of Nov. 4 being Election Day, the next meeting will be Monday, Nov. 3 at 3:30pm in the Judge's chambers. All other meetings are scheduled for the first Tuesday of the month in the Judge's chamber at 3:30.

FUTURE AGENDA ITEMS:

Review of Animal Care & Control Ordinance

ADJOURN: 3:30PM

PASSED, APPROVED AND ADOPTED THIS 3RD DAY OF NOVEMBER, 2014.

CHAIRPERSON

ATTEST:

ESTEFANIE B. MULLER, CMC, CLERK-TREASURER



Edgewood Police Department P.O. Box 3610 Edgewood, NM 87015 ph. 505.281.5717 fax.505.281.3869



To: Mayor and Council

From: Chief Fred Radosevich

Subject: September 2014 Monthly Report

September

		Traffic	•				
	Calls	Stops		Citations	Offense	Crash	Arrests
Chief Radosevich	19		2	0	0	0	0
Officer Kuchan	15		2	0	. 1	2	1
Officer Gonzalez	88		41	41	8	0	2
Officer Crespin	92		45	33	1	0	0
Officer Wendt	59		16	8	12	0	3
Officer Lovato	143	*	57	46	12	2	. 3
Officer Garcia	. 35		11	. 8	2	1	1
Officer Hunter	62		30	21	9	0	3
ACO Mike Ring	20			.0		0	_
ACO Tim Dvorak	6			0		0	
Total	539	2	204	157	45	5	13

P.O. BOX 3610 EDGEWOOD, NM 87015 Date : 10/09/2014
Page : 1
Agency : EPD

Calls For Service Totals By Call Type

09/01/2014 to 09/30/2014

Call Typ	De	Totals	
911	9-1-1 Hangup	5	
ACCINJ	Accident with Injuries	2	
ACCPD	Accident Property Damage Only	11	
ALARMBU	Alarm Business	12	
ALARMF	Alarm Fire	1	
ALARMR	Alarm Residential	4	
ALCHO	Alcohol Violation	1	
ANIMAL	Animal Complaint	2	
ASNMSP	Assist State Police	2	
ASSAC	Assisted Animal Control	1	
ASSAMB	Assist Ambulance	5	
ASSAULT	Assault	3	
ASSBCSO	Assist Bernalillo County	1	
ASSFCS	Assist Santa Fe County	30	
ASSMOTO	Assist Motorist	3	
ASTOCO	Assist Torrance County	1	
ATL	Attempt To Locate	2	
AUTOB	Auto Burglary	1	
BATTERY	BATTERY	1	
BURGR	Burglary Residential	1	•
CHILDABU		1	
CIVSTAND	Civil Standby	1	
CKWEL	Check Welfare	9	
CORD	Careless or Reckless Driver	12	
DIST	Disturbance	4	
DOM	Domestic Problem	9	
DRNK	Intoxicated Person	1	
DRUG	Drug Violation	1	
DWI	DMI	1	
FIGHT	Fight	1	
FIRE	FIRE	1	
FRAUD	Fraud	2	
HARRASS	Harrassment	2	
IDT	Identity Theft		
MISC	Miscellaneous	1 12	
MISPERS	Missing Person		
SHOPLIFT	Shoplifting	2	
SUSPP	Suspicious Person	10 11	

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P.O. BOX 3610

EDGEWOOD, NM 87015

Date:

10/09/2014

Page :

Agency:

EPD

Calls For Service Totals By Call Type

09/01/2014 to 09/30/2014

Call Typ	<u>e </u>	Totals	
SUSPV	Suspicious Vehicle	14	
VANDAL	Vandalism/Criminal Damage	3	
	Grand Total for all calls	187	

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P.O. BOX 3610

EDGEWOOD, NM 87015

Date : Page : 10/09/2014

Agency:

EPD

Calls For Service By Time of Day / Day of Week

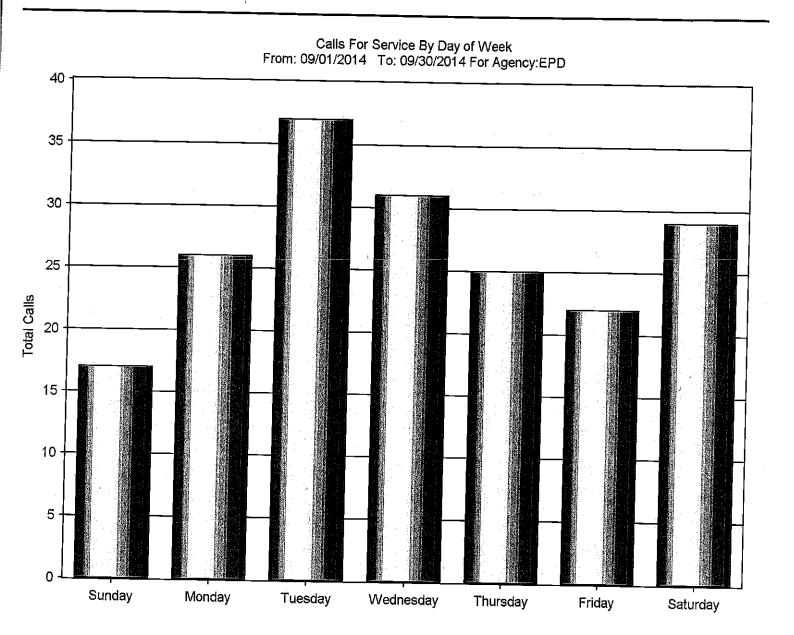
09/01/2014

to

09/30/2014

ime of Day / Day of Week	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
0000 - 0059 Hrs	2	1	5	2	3	0	0	13
0100 - 0159 Hrs		0	0	1	1	2	0	4
0200 - 0259 Hrs	1	0	0	0	o	0	1	2
0300 - 0359 Hrs	0	0	О	0	0	0	0	0
0400 - 0459 Hrs	0	0	0	0	0	0	0	0
0500 - 0559 Hrs	0	0	0	0	0	0	0	0
0600 - 0659 Hrs	0	1	1	1	0	1	0	4
0700 - 0759 Hrs	0	0	3	0	0	0	1	4
0800 - 0859 Hrs	1	0	0	3	1	1	0	6
0900 - 0959 Hrs	0	1	0	1	0	0	1	3
1000 - 1059 Hrs	0	0	3	1	1	2	2	9
1100 - 1159 Hrs	1	1	0	0	3		2	7
1200 - 1259 Hrs	3	3	0	1	1	3	1	12
1300 - 1359 Hrs	3	0	1	0	0	0	0	4
1400 - 1459 Hrs	0	1	3	1	0	2	2	
1500 - 1559 Hrs	1	1	4	2	4	0	2	14
1600 - 1659 Hrs	1	5	2	2	4	1	2	
1700 - 1759 Hrs	0	3	1	1	1	3	3	12
1800 - 1859 Hrs	1	4	2	3	0	1	4	
1900 - 1959 Hrs	0	2	0	3	2	0	1	8
2000 - 2059 Hrs	1	2	4	1	2	1	3	
2100 - 2159 Hrs	1	1	4	5	1	4	0	16
2200 - 2259 Hrs	0	0	3	2	0	0	1	
2300 - 2359 Hrs	1	0	1	1	1	1	3	8
Total	17	26	37	31	25	22	29	187

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P.O. BOX 3610 EDGEWOOD, NM 87015 Date : 10/09/2014 Page : 1

Agency:

EPD

Calls For Service Totals By Call Type in Beat

09/01/2014 to 09/30/2014

	Call Type		Totals
Beat	· · · · · · · · · · · · · · · · · · ·		
	ACCPD	Accident Property Damage Only	4
	ASSAULT	Assault	1
	CIVSTAND	Civil Standby	1
	CORD	Careless or Reckless Driver	1
	FRAUD	Fraud	1
Beat		Total for Beat	8

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P.O. BOX 3610

EDGEWOOD, NM 87015

Date: 10/09/2014 Page:

Agency: **EPD**

Calls For Service Totals By Call Type in Beat

09/01/2014 to 09/30/2014

	Call Type	<u> </u>	Totals	
Beat 01				
	911	9-1-1 Hangup	. 1	
	ACCINJ	Accident with Injuries	1	
	ACCPD	Accident Property Damage Only	2	
	ALARMBU	Alarm Business	10	
	ALARMF	Alarm Fire	10	
	ALARMR	Alarm Residential	2	
	ASSAMB	Assist Ambulance	1	
	ASSFCS	Assist Santa Fe County	10	
	ASSMOTO	Assist Motorist	1	
	ATL	Attempt To Locate		
	BURGR	Burglary Residential	1	
	CHILDABU	CHILD ABUSE	1	
	CKWEL	Check Welfare	1	
	CORD	Careless or Reckless Driver	5	
	DIST	Disturbance	5	
	DOM	Domestic Problem	2	
	FIRE	FIRE	. 4	
	HARRASS	Harrassment	1	
	MISC	Miscellaneous	1	
	MISPERS	Missing Person	9	
	SUSPP	Suspicious Person	1	
	SUSPV	Suspicious Vehicle	2	
	VANDAL	Vandalism/Criminal Damage	4	
at 01			1	
		Total for Beat	67	

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P.O. BOX 3610 EDGEWOOD, NM 87015 Date: 10/09/2014 Page: 3 Agency: EPD

Calls For Service Totals By Call Type in Beat

09/01/2014 to 09/30/2014

	Call Type	<u> </u>	Totals
eat 02			
	911	9-1-1 Hangup	. 2
	ACCINJ	Accident with Injuries	1
	ACCPD	Accident Property Damage Only	3
	ALARMBU	Alarm Business	2
	ALCHO	Alcohol Violation	1
	ANIMAL	Animal Complaint	1
	ASNMSP	Assist State Police	1
	ASSAC	Assisted Animal Control	1
	ASS AM B	Assist Ambulance	3
•	ASSAULT	Assault	2
	ASSFCS	Assist Santa Fe County	6
	ASSMOTO	Assist Motorist	2
•	ASTOCO	Assist Torrance County	1
	ATL	Attempt To Locate	1
	AUTOB	Auto Burglary	1
	BATTERY	BATTERY	1
	CKWEL	Check Welfare	3
	CORD	Careless or Reckless Driver	4
	DIST	Disturbance	2
	DOM	Domestic Problem	3
	DRNK	Intoxicated Person	1
	DRUG	Drug Violation	1
	DWI	DWI	1
	FIGHT	Fight	1
	HARRASS	Harrassment	1
	IDT	Identity Theft	1
	MISC	Miscellaneous	3
	MISPERS	Missing Person	17
	SHOPLIFT	Shoplifting	10
	SUSPP	Suspicious Person	7
	SUSPV	Suspicious Vehicle	9
	VANDAL	Vandalism/Criminal Damage	. 2
et 02		Total for Beat	79

Printed By/On: FRED / 10/09/2014 11:22:38

P.O. BOX 3610

EDGEWOOD, NM 87015

Date:

10/09/2014

Page: Agency:

EPD

Calls For Service Totals By Call Type in Beat

09/01/2014 to 09/30/2014

	Call Type		Totals	
Beat 03				_
	ACCPD	Accident Property Damage Only	1	
	ALARMR	Alarm Residential	1	
	ANIMAL	Animal Complaint	1	
	ASSAMB	Assist Ambulance	1	
	ASSFCS	Assist Santa Fe County	6	
	CKWEL	Check Welfare	1	
<u>.</u>	DOM	Domestic Problem	1	
Beat 03		Total for Reat	12	

Printed By/On: FRED / 10/09/2014 11:22:38

P.O. BOX 3610

EDGEWOOD, NM 87015

Date:

10/09/2014

Page:

Agency:

EPD

Calls For Service Totals By Call Type in Beat

09/01/2014 to 09/30/2014

	Call Type	1	Totals
Beat 04			
	017	0.1.1	
	911	9-1-1 Hangup	2
	ACCPD	Accident Property Damage Only	. 1
	ALARMR	Alarm Residential	1
	ASNMSP	Assist State Police	. <u> </u>
	ASSBCSO	Assist Bernalillo County	. 1
	ASSFCS	Assist Santa Fe County	8
	CORD	Careless or Reckless Driver	2
	DOM	Domestic Problem	7
	FRAUD	Fraud	7
	SUSPP	Suspicious Person	2
	SUSPV	Suspicious Vehicle	1
Seat 04		Total for Beat	21
1		Grand Total for all calls	187

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P.O. BOX 3610 EDGEWOOD, NM 87015 Date: 10/09/2014
Page: 1
Agency: EPD

Incident Primary Offense Totals

09/01/2014 to 09/30/2014

Offense	Total Incidents
30-15-1 CRIMINAL DAMAGE TO PROPERTY	3
30-16-1 LARCENY	1
30-16-20 SHOPLIFTING	10
30-16-24.1 THEFT OF IDENTITY	1
30-16-3 BURGLARY	2
30-16-33 FRAUDULENT USE OF A CREDIT CARD	1
30-16-6 FRAUD	1
30-16D-4 Reveiving or transferring stolen vehicles	1
30-20-12 USE OF TELEPHONE	1
30-20-2 PUBLIC AFFRAY	1
30-3-1 ASSAULT	3
30-3-2 AGGRAVATED ASSAULT	1
30-3-4 BATTERY	. 1
30-31-23 POSSESSION OF CONTROLLED SUBSTANCE	1
30-31-25.1 POSSESSION OF DRUG PARAPHERNALIA	1
30-3A-2 HARASSMENT	1
60-7B-1B MINOR IN POSSESSION OF ALCOHOL	2
66-5-39 DRIVING ON SUSPENDED OR REVOKED	2
66-8-102D1 AGG. DWI	1
DOM DOMESTIC DISTURBANCE	2
POLICE INFO POLICE INFO	4
SPEEDING. Unsafe Speed	1
SUSPICIOUS ACTIVITY SUSPICIOUS ACTIVITY	1
TRAFFIC OTHER TRAFFIC	1
WARRANT-2 MAGISTRATE COURT	1
Grand Total	45

P.O. BOX 3610 EDGEWOOD, NM 87015 Date : Page : 10/09/2014

Agency:

EPD

Total Incidents By Officer & Offense

09/01/2014 to 09/30/2014

Officer		Offense	Total
AW6	Anna Wendt		Total
		30-16-1 LARCENY	1
		30-16-20 SHOPLIFTING	2
		30-20-2 PUBLIC AFFRAY	1
		30-3-1 ASSAULT	1
		30-31-25.1 POSSESSION OF DRUG PARAPHERNALIA	1
		66-8-102D1 AGG. DWI	1
		DOM DOMESTIC DISTURBANCE	2
		POLICE INFO POLICE INFO	2
	i	SPEEDING Unsafe Speed	1

P.O. BOX 3610 EDGEWOOD, NM 87015 Date:

10/09/2014

Page :

2

Agency:

EPD

Total Incidents By Officer & Offense

09/01/2014 to 09/30/2014

Offic	cer Offense		•	Total
CCR	Chris Crespin			
	TRAFFIC	OTHER TRAFFIC		

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P.O. BOX 3610 EDGEWOOD, NM 87015 Date :

10/09/2014

Page :

3

Agency:

EPD

Total Incidents By Officer & Offense

09/01/2014 to 09/30/2014

Offic	cer Offense		Total
CG8	Chris Garcia		
	30-15 - 1	CRIMINAL DAMAGE TO PROPERTY	1
	30-16-20	SHOPLIFTING	1

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P.O. BOX 3610

EDGEWOOD, NM 87015

Date :

10/09/2014

Page : Agency :

4

EPD

Total Incidents By Officer & Offense

09/01/2014 to 09/30/2014

Officer	Offense	Total
DL5 David	Lovato	· Vidi
	30-15-1 CRIMINAL DAMAGE TO PROPERTY	1
	30-16-20 SHOPLIFTING	3
	30-16-3 BURGLARY	1
	30-20-12 USE OF TELEPHONE	1
	30-3-1 ASSAULT	1
	30-3-4 BATTERY	1
	30-31-23 POSSESSION OF CONTROLLED SUBSTANCE	1
	POLICE INFO POLICE INFO	1
	SUSPICIOUS ACTIVITY SUSPICIOUS ACTIVITY	1
	WARRANT-2 MAGISTRATE COURT	1

Printed By/On: FRED / 10/09/2014 11:31:16

P.O. BOX 3610 EDGEWOOD, NM 87015

Date: Page:

10/09/2014

Agency:

EPD

Total Incidents By Officer & Offense

09/01/2014 to 09/30/2014

Officer	Offense	Total
HG3 He	llen Gonzalez	
	30-16-20 SHOPLIFTING	2
	30-16-24.1 THEFT OF IDENTITY	1
	30-16-6 FRAUD	1
	30-3-1 ASSAULT	1
	60-7B-1B MINOR IN POSSESSION OF ALCOHOL	1
	66-5-39 DRIVING ON SUSPENDED OR REVOKED	1
	POLICE INFO POLICE INFO	1

P.O. BOX 3610 EDGEWOOD, NM 87015 Date:

10/09/2014

Page:

Agency:

EPD

Total Incidents By Officer & Offense

09/01/2014 to 09/30/2014

Officer	Offense	Total
JH4 Jason	Hunter	Total
	30-15-1 CRIMINAL DAMAGE TO PROPERTY	1
	30-16-20 SHOPLIFTING	2
	30-16-3 BURGLARY	2
	30-16-33 FRAUDULENT USE OF A CREDIT CARD	. 1
	30-3-2 AGGRAVATED ASSAULT	1
	30-3A-2 HARASSMENT	. 1
		1
	11 LOOPEDSTON OF ALCOHOL	1
	66-5-39 DRIVING ON SUSPENDED OR REVOKED	1

EDGEWOOD POLICE DEPARTMENT 1916 HISTORIC RT 66

P.O. BOX 3610 EDGEWOOD, NM 87015 Date: 10/09/2014

Page :

7

Agency:

EPD

Total Incidents By Officer & Offense

09/01/2014 to 09/30/2014

Offic	cer Offense		
JK2	Jerod Kuchan		Total
	30-16D-4	Reveiving or transferring stolen vehicles	

EDGEWOOD POLICE DEPARTMENT 1916 HISTORIC RT 66

P.O. BOX 3610

EDGEWOOD, NM 87015

Date: 10/09/2014

Page :

Agency:

EPD

Citations Totals By Officer & Violation

09/01/2014 to 10/09/2014

Office	r Violation		
			Totals
AW6	Anna Wendt		
	30-16-20	SHOPLIFTING	1
	66 - 3-13	EVIDENCE OF REGISTRATION EXHIBITED	1
	66-5-205	NO INSURANCE	1
	66-7-301	SPEEDING	5
		Total for this officer:	8
CCR	Chris Crespin		
	66-3-801	EQUIPMENT	1
	66-3-805	TAIL LAMPS	4
	66-5 - 16	LICENSE TO BE CARRIED AND	1
	66-7-301	SPEEDING	27
		Total for this officer:	33
CG8	Chris Garcia	Total for this officer.	JJ
300	30-16-20	CHOP, Theres.	
	•	SHOPLIFTING	1
	66-3 - 804 66-7-301	HEADLAMPS ON MOTOR VEH.	1
	66-7-341	SPEEDING	5
	00-7-341	FAILURE TO STOP AT STOP SIGN	1
		Total for this officer:	8
DL5	David Lovato		
	30-16-20	SHOPLIFTING	1
	30-31-23	POSSESSION OF CONTROLLED SUBSTANCE	1
	66-3-13	EVIDENCE OF REGISTRATION EXHIBITED	3
	66-3-804	HEADLAMPS ON MOTOR VEH.	3
	66-5-16	LICENSE TO BE CARRIED AND	1
	66-5-205	NO INSURANCE	6
	66-5-39	DRIVING ON SUSPENDED OR REVOKED	2
	66-7-301	SPEEDING	26
	66-7-306	SPECIAL SPEED LIMIATIONS	1
	66-7-341	FAILURE TO STOP AT STOP SIGN	1
	66-7 - 369	CHILD RESTRAINT	1
		Total for this officer:	46
HG3	Hellen Gonzalez		
	30-16-20	SHOPLIFTING	2
	66-3 - 13	EVIDENCE OF REGISTRATION EXHIBITED	2
	66-3-18	EXPIRED REGISTRATION	2
	66-5 - 205	NO INSURANCE	4
-	66-5-39	DRIVING ON SUSPENDED OR REVOKED	11
	= =	TIME OF DODIENDED OF KEAOVED	1

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CrimeStar® Law Enforcement Records Management System Licensed to: EDGEWOOD NM POLICE DEPARTMENT

EDGEWOOD POLICE DEPARTMENT 1916 HISTORIC RT 66

P.O. BOX 3610

EDGEWOOD, NM 87015

Date :

10/09/2014

Page : Agency :

EPD

Citations Totals By Officer & Violation

09/01/2014 to 10/09/2014

Officer	Violation		Totals
HG3	Hellen Gonzalez		
	66-7-317	DRIVING ON ROADWAYS LANED FOR	1
	66-7-341	FAILURE TO STOP AT STOP SIGN	1
	66-7-369	CHILD RESTRAINT	1
	66-7-372	SAFETY BELT REQUIRED	7
		Total for this officer:	41
JH407 3	Jason Hunter		
•	30-16-20	SHOPLIFTING	1
	66-3-13	EVIDENCE OF REGISTRATION EXHIBITED	1
	66-3 - 18	EXPIRED REGISTRATION	1
	66 - 3-801	EQUIPMENT	1
	66-3-804	HEADLAMPS ON MOTOR VEH.	1
	66-3-805	TAIL LAMPS	1
	66-5 - 205	NO INSURANCE	5
	66-7-301	SPEEDING	- 8
	66-7-341	FAILURE TO STOP AT STOP SIGN	- 0 1
	66-7-372	SAFETY BELT REQUIRED	1
		Total for this officer:	21
		Powert O I Take	

Report Grand Total:

157

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Town of Edgewood

Animal Control Department **Council Report for September 2014** Animals cared for in September **Animal Dispositions Animals from August** 15 Reclaimed 5 Owner Surrendered 0 Adopted 10 Stray dog (s) 10 **Transferred** 0 Wildlife 0 DOA 3 Stray cats(s) 7 RTW 0 Holding Month end 14 Euthanized 0 Foster Care (kittens) 3 **Canine Adoptions Deposit** 3=\$75.00 **Licenses Purchased in September Feline Adoptions Deposit** 7=\$175.00 1 Yr Sterile 2 @ \$3.00=\$6.00 Animal Reclaim(s) 4=\$80.00 3 Yr Sterile 14@ \$8.00=\$112.00 License Fees \$138.00 1 @\$20.00=\$20.00 1 Yr Non-sterile Micro chip 4=\$80.00 **Total License Fees** \$138.00 Barn Cat 2=\$30.00 Litter Permit 1=\$50.00

\$556.00

Woofstock 2014!

Total

Adoption	3 canines=\$75.00
Micro chip	4=\$80.00
Total	\$155.00

Town of Edgewood 15 October 2014 Council Meeting Agenda Item #9 Parks and Recreation topics

- 1. Sponsor or Hire Wildlife West Nature Park to conduct the Edgewood Music Festival for \$10,000.
 - a. Brings GRT and recognition to town.
- 2. <u>Hwy 344 trail</u> from Santa Fe County Firehouse North
 - a. Where are we in the process?
 - b. Construction detail decision needed.
 - c. Committee recommends a horse trail be graded in the soil adjacent/East of the crusher fines.
- 3. Town Commons: (Section 16):
 - a. Windmill
 - i. Quotes;
 - 1. Decorative; \$2,000
 - 2. Power; Solar; \$8,400
 - 3. Hard wire electric; with pump; \$3,000+wire+trenching from town facility.
 - ii. Viability; depth estimated at 400', GPM unknown
 - iii. Water rights; State Land Office
 - b. Trestle Bridge
 - i. Quote; \$157,565.27+Engineering+Design+Abatement
 - ii. As a Comparison, Santa Fe County Botanical Garden Trestle Bridge cost; \$450,000.
 - c. Parks and Recreation Planning documents requested to "expand specificity for coherent growth".
 - d. Community Garden; Committee requests Town adopt a 5 acre Community Garden in Bachelor Draw.
 - i. Education, seed bank, workshops, mentoring,
 - e. Committee suggested that rainwater harvesting be considered/designed into Town Commons buildings.
 - f. Soccer Field user fees; Committee recommends that user fees not be charged at this time.
 - g. Community Share Wall in Pavilion;
 - i. Results to be shown at council meeting and reviewed by Advisory Committee for recommendations to council.
- 4. Community Center Park and Skate Park:
 - a. Request approval for Repairs/maintenance per report submitted by Volunteer Karrina Labrum
 - b. Request authorization to proceed with recommended Updates/Improvements
- 5. Hwy 344 Banners:
 - a. Request approval for Youth geared photos/art.
 - b. Contact schools, youth groups, CAP, scouts, FFA for photos/art or?
 - c. Businesses retain location priority.
 - d. Cost \$40/banner + installation.
- 6. BLM Section 34, 248 acre lease:
 - a. Request approval to widen by grading, entrance/egress for vehicles/trailers.
 - Request entrance chain be removed.
 - c. Next Parks and Recreation Advisory Meeting will focus primarily on Section 34 planning.
 - New Mexico MainStreet, Frontier Community Initiative application was selected. First meeting to discuss town Branding and Image development in November. We will receive Professional Technical Advise/Services plus training.

Ordinance No. 2014-0<u>5</u>6

AN ORDINANCE AMENDING THE ORDINANCE CREATING A PLANNING COMMISSION FOR THE TOWN OF EDGEWOOD, NEW MEXICO, REPEALING ORDINANCE NO. 1999-S, AND PRESCRIBING THE POWERS, DUTIES AND ORGANIZATION OF SAID COMMISSION.

BE IT ORDAINED BY THE TOWN COUNCIL GOVERNING BODY OF EDGEWOOD:

Section 1. Purpose

The purpose of this ordinance is to establish a municipal organization of appointed officials in order to promote and carry out a continuing process of comprehensive planning within the jurisdiction of the Town of Edgewood, hereinafter called the Town.

Section 2. Planning Board

- A. <u>Creation</u>. There is hereby created a Planning Commission for the Town, pursuant to sections 3-19-1 through 3-19-4, NMSA 1978.
 - B. Membership. The Planning Board shall consist of not less than five (5) members, a minimum of two-three (23) of which whom must reside within the Mmunicipal boundaries, and one (1) alternate, and; all members shall reside within the Municipal boundaries and who shall be appointed by the Mayor with the consent of the Town Governing BodyCouneil. Members must either reside within the Municipal boundaries, or must by certifying that they acceptable to the Council, including owning own property within the Municipal boundaries, reside within the extra-territorial zoning limits, or own a business located within the municipal boundaries. Preference shall be given to persons residing within the Town's municipal boundaries.
 - C. <u>Terms</u>. A majority of the members on the first Planning Commission shall be appointed by the Mayor for one-year terms and the balance of the members shall be appointed for two-year terms. Each subsequent term shall be for two years or less in order to maintain the original staggering. Members whose terms have expired shall be allowed to serve until they can be re-appointed or a replacement found. Appointments, reappointments, and vacancies shall be filled by Mayoral appointment with, Council Governing Body approval. Vacancies shall be filled for the remainder of the Commissioners' unexpired term. The Mayor may remove, with Town Council Governing Body approval and for cause stated in writing and made part of the public record, a member of the Planning Commission.

Section 3. Powers & Duties

A. <u>Delegation of Powers and Duties</u>. The Planning Commission shall have such powers and duties as may be delegated to it by the Town-Council Governing Body. There are hereby delegated the following:

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- 1. The Planning Commission shall promote a comprehensive planning process with general purpose of guiding and accomplishing a coordinated, adjusted, and harmonious development of the Town.
- The Planning Commission shall make careful and comprehensive surveys and studies of existing conditions and probable future growth of the Town and shall make recommendations on means of protecting and improving the environment.
- 3. The Planning Commission shall have those powers and duties necessary to perform its function as stated within the provisions of the Town Zoning Ordinance.
- 4. The Planning Commission may recommend to the Town-Council Governing Body, programs for Public improvements and their financing.
- 5. The Planning Commission is authorized to confer, with other Municipal, County, Regional, State or Federal agencies, as it deems necessary.

Section 4. Organization

- A. Officers. The Planning Commission shall elect from its members a chairman and a vice-chairman and secretary for one-year terms. Officers may be re-elected for an indefinite number of terms. The chairman shall preside at meetings, appoint appropriate committees, and direct the affairs of the commission. In the absence of the chairman, if the planning commission elected to appoint a vice-chairman, the duties of the chairman shall be performed by the vice-chairman. In the absence of both the chairman and the vice-chairman, the remaining members shall choose one of their numbers to act as temporary chairman.
- B. <u>Conduct of Business</u>. The Planning Commission shall adopt and publish such rules, regulations, and procedures for the conduct of business as seem appropriate to its members. A quorum shall be a majority of the membership of the Planning Commission.
- C <u>Meetings</u>. The Planning Commission shall hold regularly scheduled meetings at least once a month and such meetings will be open to the public. The Planning Commission may hold special meetings as may be called by the chairman or vice-chairman with at least 24-hour public notice.
- D. <u>Records</u>. A public record shall be kept of all actions and considerations undertaken by the Planning Commission. The records shall be filed with the Town Clerk and kept available for public inspection in the office of the Town Clerk during normal office hours.

Section 5. Severability

If any section, subsection, paragraph, sentence, clause, phrase, or part of-hereof are for any reason declared unconstitutional or invalid, the validity of the remaining portions hereof shall not be affected since as it is the express intent of the Town and that every part thereof be separately and independently of every other part.

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Section 6. Effective Date
This Ordinance shall take effect on the 20 th day of August, 2014 and shall reseind repeal Ordinance No. 1999-S.
PASSED, APPROVED AND ADOPTED this 12 th day of SEPTEMBER . 2014
Brad E. Hill, Mayor ATTEST:
Estefanie B. Muller, CMC Clerk Treasurer

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NEW MEXICO STATE LAND OFFICE COMMERCIAL RESOURCES DIVISION PO Box 1148, Santa Fe, NM 87504-1148

Amendment to Business Lease

Amendment 1 to BL-1580

This agreement to amend BL-1580 is entered into by and between the <u>Commissioner of Public Lands</u>, whose address is P.O. Box 1148, Santa Fe, NM 87504, hereinafter referred to as "Lessor", and <u>the Town of Edgewood</u>, whose address is P.O. Box 3610, Edgewood, New Mexico 87015, hereinafter referred to as "Lessee". The effective date of the original lease is March 1, 2002. This amendment is effective upon the date of Lessor's signature, below.

Lessor and Lessee covenant and agree as follows:

The Business Lease is amended to add that tract of real property described as Tract B-3, Section 16, Township 10 North, Range 7 East, Santa Fe County, New Mexico, which tract is more particularly described in Exhibit 1 attached hereto, to the Lease Premises described in Exhibit A of the Lease.

All other terms and provisions of the Lease remain in full force and effect.

For the Town of Edgewood	COMMISSIONER OF PUBLIC LANDS
Title	·
DATE	DATE
	ACKNOWLEDGMENT
State of County of	
This instrument was acknowledged to (name) as (title)	of the Town of Edgewood, on behalf of the Town.
(seal)	(Signature of notarial officer)
	My commission expires:

LEGAL DESCRIPTION TRACT B-3, SECTION 16, T.10N., R.7E, N.M.P.M.

A TRACT OF LAND SITUATE WITHIN THE LIMITS OF THE TOWN OF EDGEWOOD, SANTA FE COUNTY, NEW MEXICO AS A PORTION OF SECTION 16, T. 10 N., R. 7E., N.M.P.M. AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THIS TRACT, IDENTICAL TO SOUTHWEST CORNER OF TRACT C-1, A 1/2" REBAR FOUND, LS 5211 FROM WHENCE THE SOUTHEAST CORNER OF SAID SECTION 16 BEARS S28°42'13"E, 2880.44 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, WHICH HAS A CENTRAL ANGLE OF 2°30'42", A RADIUS OF 2281.39 FEET, A LENGTH OF 100.01 FEET, AND A CHORD WHICH BEARS N74°29'07"W, 100.00 FEET, A 1/2" REBAR SET WITH A PLASTICAP, LS 5211, FOR THE SOUTHWEST CORNER OF THE TRACT;

THENCE, N14°56'34"E, 512.13 FEET, A 1/2" REBAR SET WITH A PLASTICAP, LS 5211, FOR THE NORTHWEST CORNER OF THE TRACT;

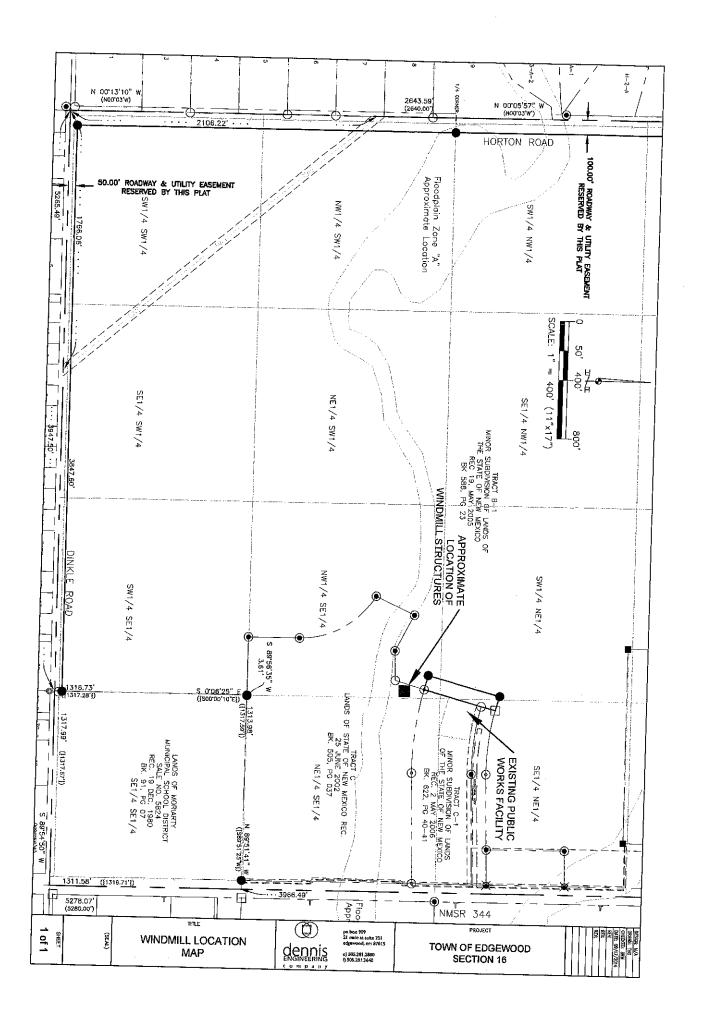
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, WHICH HAS A CENTRAL ANGLE OF 3°14'18", A RADIUS OF 1769.60 FEET, A LENGTH OF 100.02 FEET, AND A CHORD WHICH BEARS S74°19'12"E, 100.00 FEET, A 1/2" REBAR FOUND, FOR THE NORTHEAST CORNER OF THE TRACT;

THENCE FOLLOWING ALONG THE WEST BOUNDARY OF A 100 FOOT WIDE ROADWAY, UTILITY AND DRAINAGE EASEMENT \$14°01'29"W, 100.02 FEET, A 5/8" REBAR FOUND;

THENCE, FOLLOWING THE WEST BOUNDARY OF TRACT C-1 S15°09'55"W, 411.90 FEET TO THE PLACE OF BEGINNING, CONTAINING 1.184 ACRES OF LAND MORE OR LESS.

ACREAGE FOR EACH ALIQUOT PART

SE1/4NE1/4 0.244 ACRES SW1/4NE1/4 0.705 ACRES NW1/4SE1/4 0.235 ACRES



Numbe	Number Applicant Information		Description of Pronoced			
[2014.01	_	Location	Sinandaman		Date	Impact
2017		7 Woodline Drive		Sq. Ft.	Approved	Fees
40.4-0Z	Sernom Inc./ Waterworks Mechanical	24 Sandia Mariatain T		3650	2	4 000 25
2014-03		20 October 1 Tall State	SOFTE SOFTE	1502	, C 4	1,000.73
2014-04		29 Salida Del Sol Trail	Steel Horse Ram	200	12-rep	435.33
2014 06		180 W. Hill Ranch Road	Shod/hows	648	26-Feb	178.20
2014-03		180 W Hill Ranch Dood		384	26-Mari	105 80
4-05		S Simmon O	carage/snop	1440	28.840	00.00
2014-07			Solar Panels	Č	JBW-07	280.00
2014-08	_	43 El Prado	Carport	77	4/7/2014 No fees	No fees
2014		84 Square H Road		378	18-Apr	103.95
20-1-10-2		7. loching Count		228	29.Apr	0
2014-10	Krista & Kevin Cashatt	246 Entre	Covered Porch	954	2 6	07'8'
2014-11	John Thomas	445 Entranosa Road	Bam/Garage	1000	o-May	262.35
2014-12	Some indian	42 Bella Vista	Metal Storoop Building	3132	6-May	861.30
7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	Samuely & Dorothy Moran	40 Camino Estribor	Sustain oronage building	1500	20-May	412 50
2014-13	K. Wade & Jeanine Fischer	20 Camino Covota	Addition Addition	900	21-Mav	48. L
	Howard & Kim Kirkpatrick		710 1	3227	22 840.	20.0
2014-15		so brue Mule Drive	Addition	7557	ZZ-IVIAY	887.43
		31 Crestview Road	Camort	320	10-Jun	88.00
	poo/	67 Pinon Road		378	25-Jun	103.95
	ler .	32 High Mondain	STR-Manutactured home	1216	1.1	20.00
2014-18		105 THRI IMEADOW LOOP	Garage	1200	j .	354.30
2014-19		6 Circle S. Road	Camort	ואס	Jap-8	330.00
		5 Evening Star Place		720	<u>コ</u> ア-6	198 00
	<u></u>	7 liberty Sources	L D	2515	15.	200
_	<u> </u>	בייייייייייייייייייייייייייייייייייייי	Auto Parts/ Retail	7225		08.180
2014-22		2/ Jensen Lane	Garade	26.0	137-57	3,323.50
_	S	35 Evening Star Loop	O CU	873	30-Jul	#•
_	9	Isham Road	T COLUMN TO THE	3051	8-Aug	
_	4		Guiding and a	1800	20-A:10	405.00
	ssman	OZ Williamo Danata	T Workshop	448	24.000	20.00
2014-26	<u> </u>	peo	SHR.	7.7	000	
		3 Migh Meadow Loop	Pole Barn	2	Z8-Sep	313.50
_		Puesta Del Sol Ct.	metal cor non	1920	9-Oct	528.00
			ייינימן מפן ליסונ	1230	8-O	228 25
))	27.000
						-
						-
					7	
_			Single Family Residence Permits	*	•••	
	-		The Control of the Co			

TOWN OF EDGEWOOD SIGN ORDINANCE

Pertaining to right of way and temporary signs.

A. APPLICABILITY AND SCOPE.

This Ordinance applies to all signs, of whatever nature and wherever located, within the Town of Edgewood. All signs not specifically permitted or excepted by this Ordinance are prohibited.

- . Placement of temporary signs. No temporary sign may be erected in the public right-of-way in violation of the following:
 - Which would interfere with a motorist's view of vehicular or pedestrian traffic, traffic signs, street signs or street numbers.
 - b. Any part of which is within 18 inches of a curbline.
 - c. On private property unless the permission of that property owner is first obtained.
 - d. Which is on a traffic island not for the use of motor vehicles or on any other area between lanes of traffic.
 - On public property or in the right-of-way in front of public property.
 - f. Which is attached to a permanent pole or structure within the right-of-way or which would constitute an obstruction to those using the right-of-way, including a public sidewalk.

APPLICABILITY.

Any sign not specifically authorized by this ordinance is prohibited unless required by law. The following signs and conditions are prohibited:

 Any sign located within, on, or projecting over a property line which borders a public or private street, highway, alley, lane, parkway, avenue, road, sidewalk, or other right-of-way, except as provided in this Ordinance. Community Planning & Development personnel may cause to be removed any temporary or portable sign erected or displayed upon, or projecting into public property.

B. REMOVAL OF ILLEGAL SIGNS.

Signs placed illegally within public property right-of-way may be removed by enforcement personnel. The first time a sign or signs are removed from public property, the person, business, or service identified on the sign will be contacted. The signs will be stored for 30 days and be available to the owners to pick up. After 30 days they may be disposed of.

SECTION 5

PROHIBITED SIGNAGE

A. PURPOSE.

Secretary Sec

The purpose of this Section is to specify sign types and other devices which are prohibited within the jurisdiction of the Town of Edgewood.

B. APPLICABILITY.

Any sign not specifically authorized by this ordinance is prohibited unless required by law. The following signs and conditions are prohibited:

- Any sign located within, on, or projecting over a property line which borders a public or private street, highway, alley, lane, parkway, avenue, road, sidewalk, or other right-of-way, except as provided in this Ordinance. Community Planning & Development personnel may cause to be removed any temporary or portable sign erected or displayed upon, or projecting into public property.
- Handbills circulated or distributed upon any motor vehicle which is parked upon any public street, alley or public parking area, or upon any such vehicle parked upon any private property.
- 3. Any sign attached to any public utility pole or structure, streetlight, tree, fence, fire hydrant, bridge, curb, sidewalk, park bench, or other location on public property, except as provided herein.
- 4. Any sign placed, which by reason of its location, will obstruct the view of any authorized traffic sign, signal or other traffic control device or which by reason of shape, color, or position interferes with or could be confused with any authorized traffic signal or device.
- 5. Any sign which is placed so as to prevent or inhibit free ingress to or egress from any door, window, or any exit way required by the any Building Codes in adoption, or by the 1997 Uniform Fire Code.
- 6. Any sign or lighting device, whether on the exterior of the building, or on the inside of a window which is visible beyond the boundaries of the lot or parcel, or from any public right-of-way, with intermittent, flashing, rotating, scintillating, blinking, or strobe light illumination.
- 7. Any sign with exposed incandescent, metal halide, or fluorescent light bulbs.
- 8. Any sign which emits audible sound odor, smoke, steam, laser or hologram lights, or other visible matter, including any sign that employs any stereopticon or motion picture projections.
- 9. Any portable sign or attention getting device including but not limited to: sandwich, A-frame, tire rim, animated signs, stuffed animal, or vehicle used as a sign or sign structure; and/or string of lights arranged in the shape of a product, arrow, or any commercial message, except as permitted in Section 4.
- 10. Any sign mounted, attached or painted on a trailer, boat, or motor vehicle when parked, stored, or displayed conspicuously on the public right-of-way or private premises in a manner intended to attract attention of the public for advertising purposes. Such signs or devices are considered portable signs within the meaning of these regulations and are prohibited. This provision expressly excludes business signs that are permanently painted on, or magnetically attached to motor vehicles or rolling stock that are regularly and consistently used to conduct normal business activities.
- 11. Any sign painted, attached or mounted on fuel tanks, outdoor storage containers and/or solid waste receptacles or their enclosures.
- 12. Any unauthorized sign attached to existing signs, outdoors light poles, or other structures



SECTION 6.

DEDMITT

A. PURPOSE.

The purpose of this Section is to set forth procedures and standards for processing sign permit applications.

B. REQUIREMENT.

- 1. SIGN PERMIT REQUIRED, it shall be unlawful for any person to erect, place, display, alter, or relocate a sign for which a permit is required without first obtaining a permit or permits from the Planning Office of the Town of Edgewood.
 - 2. CONDITIONS OF PERMIT ISSUANCE:

Page 14 of 25

LEASE AGREEMENT 95 HIGHWAY 344 NORTH EDGEWOOD, NEW MEXICO 87015

This lease agreement, effective December 1, 2014 by and between Edgewood Commercial, LLC and/or Assignee, on behalf of the Owner, whose address is P.O. Box 773 Willcox, AZ 85644, hereinafter called Landlord, and Town of Edgewood, WITNESSETH:

Landlord hereby leases to Tenant and Tenant hereby accepts from Landlord a portion of that certain building located at 95 Highway 344 North, Edgewood, New Mexico, which said premises are more fully described below.

SECTION 1. TERM

To have and to hold the leased premises unto Tenant for a term of one year commencing on December 1, 2014, and ending November 30, 2015. Tenant shall have the option to extend this lease yearly, after the operation data for a recent 12-lease shall be contingent upon the authorization and appropriation of funds by the Town Council of the Town of Edgewood.

SECTION 2. PREMISES AND LEASE

The premises shall be the portion of the building comprising Suites 8 and 9 and comprising approximately 3,998 sq. ft., together with the use of certain common areas. The said building is located on the tract of land designated in the records of Santa Fe County, New Mexico as follows:

Tract 4-A-1-A of the land Division of the Lands of Fellow Laborers with Christ, being Tract 4-A-1 of the lands of the Fellow Laborers with Christ, Located in the SE ¼ of Section 21, T 10 N, R 7 E, N.M.P.M., Santa Fe County, New Mexico, as shown on the plat recorded on March 22, 1975 in Book 298, Page 036 of the Records of Santa Fe County, New Mexico, comprising 1.804 acres, together with all improvements thereon.

Subject to reservations, restrictions and easements of record, and commonly Known as 95 Highway 344 North, Edgewood, New Mexico.

Premises shall be turned over to Tenant in "as is" condition.

Tenant covenants to pay to Landlord at the address, Edgewood Commercial, LLC, C/O Mark D. Brinton, Statutory Agent, P. O. Box 773 Willcox, AZ 85644. Tenant will pay monthly lease for the leased premises in the amount of \$4,629.00, payable on the first day of each month.

Tenant agrees to pay a late penalty of five percent of the amount of any installment of lease or other fees payable to Landlord that is not paid within ten days of the time said installment first becomes due.

SECTION 3. COMMON AREAS

Tenant shall have the right to use the common hallways and restrooms.

SECTION 4. ADDITIONAL COSTS AND EXPENSES

Tenant shall promptly pay to Landlord any additional costs or expenses incurred by or imposed upon Landlord resulting from the nature of or conduct of Tenant's business.

SECTION 5. USE OF PREMISES

It is understood and agreed that the leased premises shall be used and occupied by Tenant to house and operate a public library, and for no other purposes, and that Tenant's use will be in compliance with all applicable laws, ordinances, and governmental regulations.

SECTION 6. SUBORDINATION

Tenant will not subordinate its right or interest under this lease agreement to the lien of any second or junior mortgage or other junior encumbrance without in each instance the prior written consent of the first of senior mortgagee, and without such consent any such attempted subordination shall be void. Tenant will upon written demand by Landlord execute such instruments as may be required at any time and from time to time to subordinate the rights and interest of Tenant under this lease agreement to the lien of any mortgage at any time placed on the land of which the leased premises is a part.

SECTION 7. CARE OF PREMISES

Tenant shall not perform any acts or carry on any practices which may injure the building or the leased premises or be a nuisance, and shall keep the premises under its control clean and free of rubbish and dirt at all times, and shall not store trash and garbage in or about the leased premises. Tenant shall not keep or display any merchandise on or otherwise obstruct the sidewalks or areaways adjacent to the leased premises. Tenant shall at all times keep the leased premises in a clean and sanitary condition in accordance with the laws, directions, rules, and regulations of the governmental agencies having jurisdiction, at the sole cost and expense of Tenant, and in all respects Tenant shall comply with all the requirements of law applicable to the leased premises. Tenant shall forthwith at its own cost and expense replace with glass of the same quality any breakage was caused by Tenant and is not covered under the building insurance policies. At the expiration of the tenancy hereby created, whether by the passage of time or otherwise, Tenant shall surrender the leased premises in good condition, reasonable wear and tear excepted, and shall surrender all keys for the leased premises to Landlord at the place then fixed for the payment of lease, and shall inform Landlord of the explanation of all combinations on locks, safes and vaults, if any, in the

SECTION 8. INSTALLATION OF FIXTURES

A telephone system and internet system may be installed by the Tenant in accordance with its needs, making use of the building telephone and internet wiring where possible.

SECTION 9. REPAIRS

Tenant shall keep all interior portions of the leased premises in good repair at Tenant's sole expense. Landlord shall maintain the exterior of the building and common area within the building.

SECTION 10. SIGNS

Tenant shall not erect, install, display, inscribe, paint, or affix any sign, lettering, or advertising medium to, upon, or above the exterior of the rented premises except in accordance with the rules and regulations of the Town of Edgewood and with the approval of the Landlord, which shall not be unreasonably withheld.

SECTION 11. ALTERATIONS AND INSTALLATIONS

Any alterations, additions, improvements, and fixtures, other than Tenant's trade fixtures, which may be made or installed by either Landlord or Tenant upon the rented premises shall be the property of Landlord and shall remain upon and be surrendered with the rented premises as a part thereof, without disturbance, molestation, or injury at the termination of the term of this rent agreement, whether by the passage of time or otherwise, all without compensation or credit to Tenant.

SECTION 12. INSURANCE BY TENANT - GENERAL LIABILITY AND PROPERTY DAMAGE

Tenant agrees that, at its own cost and expense, it shall procure and continue in force and effect throughout the term of this rent agreement, in Tenant's name but with Landlord named as additional insured, general liability insurance against any and all claims for injuries to persons or damage to property occurring in, upon, or about the leased premises, including all damage from signs, glass, awnings, fixtures or other appurtenances erected upon the leased premises by Tenant during the term of rent. Such insurance at all times to be in an amount of not less than five hundred thousand dollars (\$500,000.00) for death (\$200,000.00) for injury to any one person and not less than fifty thousand dollars (\$50,000.00) with respect to damage to property.

SECTION 13. DANGEROUS ACTIVITIES

Tenant shall not carry any stock of goods or do anything in or about the rented premises which will in any way impair or invalidate the obligation of any policy of insurance of the leased premises or the building in which the leased premises are situated. If Tenant installs any electrical equipment, which overloads the electrical facilities, Tenant shall at its own expense make whatever changes are necessary to comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction.

SECTION 14. COVENANTS TO HOLD HARMLESS

To the extent permitted by New Mexico law, Tenant agrees to indemnify and save Landlord harmless against and from any and all claims, damages, costs and expenses, including reasonable attorney's fees, arising from the conduct or management of the business conducted by Tenant in the leased premises or from any breach or default on the part of the Tenant to be performed pursuant to the terms of this lease licensees in or about the leased premises.

Landlord agrees to indemnify and save Tenant harmless against and from any and all claims, damages, costs and expenses, including reasonable attorney's fees, arising from any breach or default on the part of Landlord of any of its duties to be performed pursuant to the terms of this rent agreement, or from any act of negligence of Landlord, its agents, contractors, servants, employees, subleases, concessionaires, or licensees in connection with this rent agreement.

SECTION 15. ASSIGNMENT OR SUBLETTING

Tenant agrees not to sell, assign, mortgage, pledge, or in any manner transfer this rent agreement or any estate or interest there under and not to sublet the leased premises or any part or parts thereof and not to permit any licensee or concessionaire therein without the previous written consent of Landlord in each instance. Consent by Landlord to an assignment of this rent agreement or to a subletting of the rented premises shall not be a waiver of Landlord's rights under this governed by the provisions of SECTION 28, 31.4 and 32.

SECTION 16, OPTION TO EXTEND

Provided that written notice is given 90 days or more prior to the expiration of this lease, Tenant shall have the option to extend this lease for one additional year period subject to the conditions mentioned in Section 1.

SECTION 17. ACCESS TO PREMISES

Landlord reserves the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting the same, or of making repairs, additions, or alterations to the building in which the rented premises are located, to exhibit the rented premises to prospective tenants, purchasers, or others, to display during the last ninety days of the term, without hindrance or molestation by Tenant, "For Rent" or similar signs on windows or doors in the leased premises. The exercise by

Landlord of any of its rights under this section shall not be deemed an eviction or disturbance of Tenant's use and possession of the rented premises. Landlord will make a good faith attempt to advise Tenant at least twenty-four hours prior to arrival at the leased premises. Landlord will also make a good faith effort to coordinate with Tenant prior to scheduling or making repairs, additions, or alterations to the building to avoid unnecessary interruption to the Tenant's operation of the public library.

SECTION 18. UTILITIES

Building utilities (water, gas, electricity, fire system inspection and monitoring, common area janitorial service, building exterior grounds and/or parking lot maintenance, trash removal costs, and septic tank servicing costs) shall be prorated amongst the tenants in accordance with square footage and shall be part of the "pass-through" charges and included in the rent payment. If there is extraordinary or unusual use of utilities or facilities, the extra costs thereof may be passed on to the Tenant.

SECTION 19. LAW GOVERNING

The laws of the State of New Mexico shall govern the validity, performance, and enforcement of this rent agreement.

SECTION 20. EMINENT DOMAIN

In case all or a substantial portion of the rented premises is taken by the exercise of the power of eminent domain, this rent shall terminate as of the date possession is taken by the condemner, and Landlord shall refund any rent paid in advance for periods after that date.

The entire compensation awarded shall belong to Landlord without any deduction there from for any present or future estate or interest of Tenant, and Tenant hereby assigns to Landlord all of its right, title and interest in and to any and all such compensation together with any and all rights, estate and interest of Tenant now existing or hereafter arising in and to the same or any part thereof.

SECTION 21. ATTORNEY'S FEES

In the event of any suit initiated by either Landlord or Tenant which is in any way connected with this rent agreement, or for the recovery, possession or unlawful detainer of the leased premises, the losing party shall pay to the prevailing party its costs and reasonable sum for its attorney's fees, in connection with said suit, and such costs and attorney's fees shall be deemed to have accrued on the commencement of such action and shall be paid wither or not such action is prosecuted to judgment.

SECTION 22. UNTENANTABILITY

In the event the rented premises shall be destroyed, or so damaged by fire, explosion, windstorm, or other casualty as to be untenantable, Landlord may restore the rented premises within ninety (90) days after such destruction or damage, or may terminate this rent and the term demised as of the date of the destruction or damage, in either case by giving Tenant notice within thirty days after the date of the destruction or damage, and the fixed minimum rent shall abate on a per diem thirty day month basis during the period of restoration. In the event the rented premises shall be damaged as aforesaid but are not thereby rendered untenantable, Landlord shall restore the rented premises with reasonable dispatch, and while such damage is being repaired, Tenant shall be entitled to an equitable abatement of the fixed minimum rent. Landlord shall not be liable or responsible for any delays in rebuilding or repairing due to strikes, riots, acts of God, national emergency, acts of a public enemy, governmental laws or regulations, inability to procure materials or labor or both, or any other causes beyond its control.

SECTION 23. REMEDIES

The estate and term of Tenant shall cease in the event proceedings are instituted in a court of competent jurisdiction for the reorganization, liquidation or involuntary dissolution of Tenant, or for its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of the property of Tenant, and said proceedings are not dismissed, and any receiver, trustee or liquidator appointed therein discharged, within thirty days after the institution of said proceedings.

Landlord may terminate the estate and the term demised by ten days written notice to Tenant upon happening of any one or more of the following events: (1) the making by Tenant of an assignment for the benefit of its creditors; (2) the levying of a write of execution or attachment on or against the property of Tenant; (3) the taking of any action for the voluntary dissolution of Tenant; (4) the doing, or permitting to be done by Tenant of any act which creates a mechanic's lien or claim therefore against the land or building of which the rented premises are a part; and (5) the Tenant's failure to perform any other of its covenants under this lease for thirty days.

Upon termination of the estate as aforesaid, Landlord may re-enter the rented premises with or without process of law using such force as may be necessary, and remove all persons and chattels there from and Landlord shall not be liable for damages or otherwise by reason of re-entry. Notwithstanding such termination, the liability of Tenant for the minimum rent provided for herein shall not be extinguished for the balance of the term remaining after said termination, and Landlord shall be entitled to recover immediately as liquidated damages an amount equal to the fixed minimum rent for the said balance of the term. However, Landlord shall make a good faith effort to mitigate damages by seeking an alternative tenant or use for the premises.

In the event of any breach hereunder by Tenant, Landlord may immediately or at any time thereafter, without notice, cure such breach for the account and at the expense of Tenant. If Landlord at any time, by reason of such breach, is compelled to pay, or elects to pay, any sum of money or do any act which will require the payment of any sum of money, or is compelled to incur any expense, including reasonable attorney's fees, in successfully instituting or prosecuting any action or proceeding to enforce Landlord's rights hereunder, the sum or sums so paid by Landlord, with interest thereon at the rate of twelve percent per annum from the date of payment thereof, shall be deemed to be additional rent hereunder and shall be due from Tenant to Landlord on the first day of the month following the payment of such respective sums or expenses.

SECTION 24. SURRENDER OF PREMISES

Tenant will at the expiration or termination of this rental agreement, yield up possession to Landlord and failing to do so, will pay as liquidated damages for each day possession is withheld, an amount equal to double the amount of the daily minimum rent, computed on a thirty day month basis. All rights and remedies of Landlord herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law.

SECTION 25. LIENS

Tenant covenants and agrees, throughout the term of this rent agreement, to keep all of the leased premises and every portion thereof free and clear of and from any and all mechanic's, material men's or other liens. Tenant further covenants and agrees that, to the extent permitted by New Mexico law, it shall save, indemnify and hold Landlord and all of the leased premises and all buildings and improvements thereon free and harmless of and from any and all such liens and claims of lien. Should Tenant fail to discharge or cause the release of any such lien of charges, Landlord, at its option, may satisfy said lien by the payment thereof. If payment is so made, until repayment by the Tenant, said payment shall bear interest at the rate of twelve percent per annum from the date said payment is so made, until repayment by Tenant, which repayment shall be due and payable by Tenant at such time as the next installment of rent shall become due and payable. Said right of Landlord to so satisfy any said lien or charge as provided under the terms of this paragraph shall be in addition to any other rights reserved to Landlord under the terms of this rent agreement or under applicable law and said right is not intended to be exclusive of any other remedies or means of redress to which Landlord may be lawfully entitled by reason of any breach or threatened breach by Tenant.

SECTION 26. NOTICES

Any notice required or permitted under this rent agreement shall be deemed sufficiently given or served if sent by registered mail to Tenant at the address of the rented premises or to Landlord at the address then fixed for the payment of rent. Either party may at any time and from time to time designate a different address to which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed.

SECTION 27. LANDLORD NOT A PARTNER

Nothing contained in this rent agreement shall be deemed or construed by the parties hereto or by any third party to Page 5

Create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, it being expressly understood and agreed that neither the method of computation of rent nor any other provisions contained in this rent agreement nor any acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of Landlord and Tenant. No waiver of any default hereunder shall be implied from any omission of Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers of any covenant, term or condition of this rent agreement by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant. The necessary grammatical changes required to make the provisions of this rent agreement apply in the plural sense where there is more than one Tenant, and to either corporations, associations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

SECTION 28. ASSIGNMENT BY LESSOR

Notwithstanding any of the provisions of this rent agreement, upon written notification to Tenant, Landlord may assign, in whole or in part, Landlord's interest in this lease agreement, and Landlord may sell the leased premises.

SECTION 29. SECTION HEADINGS

The headings of the several sections contained herein are for convenience only and do not define, limit or construe the contents of such sections.

SECTION 30. ASSIGNMENTS IN WRITING

It is understood that there will be no oral agreements between the parties hereto affecting this rent agreement and this rent agreement supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter hereof and none shall be used to interpret or construe this lease. It is further agreed by and between the parties hereto that there shall be no modification or amendment of this rent agreement, except as may be executed in writing between the parties hereto.

SECTION 31. MISCELLANEOUS PROVISIONS

- 1. Time of Essence. Time is hereby expressly declared to be of the essence of this lease and of each and every covenant, term, condition, and provision hereof.
- 2. Partial Invalidity. If any term, covenant or condition of this rent agreement or the application thereof to any person, entity or circumstance shall, to any extent, be determined invalid or unenforceable, the remainder of this rent agreement, or the application of any term, covenant or condition to persons, entities or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each such remaining term, covenant or condition of this rent agreement shall be valid and shall be enforced to the fullest extent
- 3. No Reservations. The submission of this rent agreement for examination does not constitute a reservation of the leased premises and this lease becomes effective as a lease only upon execution and delivery thereof by Landlord
- 4. Waiver of Liability. Anything in this rent agreement to the contrary notwithstanding, Tenant agrees that it shall look solely to the estate and property of the Landlord in the building of which the leased premises are a part, and, subject to the prior rights of any mortgage on the premises, for the collection, satisfaction or enforcement of any judgment (or other judicial or administrative process) requiring the payment of money or the performance or non performance of certain acts by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this rent agreement to be observed and/or performed by Landlord, and no other procedures for the satisfaction of any remedy, judgment, or order of Tenant. If Landlord transfers this lease, except as collateral security for a loan, upon such transfer, all of the Landlord's duties will

become the duties of the transferee and Edgewood Commercial, LLC, will have no further duties under the lease agreement.

SECTION 32. SUCCESSORS AND ASSIGNS

The terms, covenants and conditions hereof shall be binding upon and inure to the successors in interest and assigns of the parties hereto.

SECTION 33. SECURITY DEPOSIT

Tenant will secure his lease with a deposit in the amount of one month's lease payment, paid at lease execution date. Security deposit may be returned to Tenant upon completion of lease if unit is vacated in a clean, undamaged and rentable condition. Reasonable wear and tear is not considered damage for purposes of this Section.

IN WITNESS WHEREOF, Landlord and Tenant have hereunto executed this lease agreement and affixed their respective seals as of the day and year first above written. Mark D. Brinton, Statutory Agent Edgewood Commercial, LLC TENANT: SIGNED BY Printed Name: Date State of Arizona County of Cochise Signed and acknowledged before me this STEPHANIE COOK Notary Public - Arizona Cochise County Comm. Expires Dec 29, 2015 State of New Mexico County of Signed and acknowledged before me this _____ day of ______, 2014. My commission expires Notary Public

TOWN OF EDGEWOOD, NEW MEXICO ORDINANCE NO. 2014-09

AUTHORIZING EXECUTION AND DELIVERY THE OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN THE TOWN OF EDGEWOOD, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, IN THE PRINCIPAL AMOUNT OF \$2,701,038 FOR THE PURPOSE OF PERFORMING SITE WORK AND ACQUIRING AND CONSTRUCTING A FACILITY CONTAINING ADMINISTRATIVE OFFICES, A MUNICIPAL COURT, A LIBRARY, A MULTI-PURPOSE MEETING ROOM AND A SEPARATE POLICE DEPARTMENT FOR THE GOVERNMENTAL UNIT, PAYING A LOAN PROCESSING FEE AND FUNDING A LOAN AGREEMENT RESERVE ACCOUNT, AND EVIDENCING THE SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO REPAY THE PRINCIPAL AMOUNT OF \$2,701,038, TOGETHER WITH INTEREST THEREON; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE STATE-SHARED GROSS RECEIPTS TAX DISTRIBUTED TO THE GOVERNMENTAL UNIT BY THE STATE TAXATION AND REVENUE DEPARTMENT PURSUANT TO SECTION 7-1-6.4 NMSA 1978, AS AMENDED; PROVIDING FOR THE DISTRIBUTION OF THE REVENUES OF THE STATE-SHARED GROSS RECEIPTS TAX TO BE REDIRECTED BY THE STATE TAXATION AND REVENUE DEPARTMENT TO THE NEW MEXICO FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; RATIFYING **ACTIONS HERETOFORE** TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

Capitalized terms used in the following recitals have the same meaning as defined in Section 1 of this Ordinance unless the context requires otherwise.

WHEREAS, the Governmental Unit is a legally and regularly created, established, organized and existing municipality under the general laws of the State; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts borrowed under the Loan Agreement and that it is in the best interest of the Governmental Unit and its residents that the Loan Agreement and Intercept Agreement be executed and delivered and that the financing of the acquisition of the Project take place by executing and delivering the Loan Agreement; and

WHEREAS, the Governmental Unit desires to provide that distributions of the State-Shared Pledged Revenues be used for the payment of amounts due under the Loan Agreement; and

WHEREAS, the Governing Body has determined pursuant to the Act that it may lawfully pledge the Pledged Revenues for the payment of amounts due under the Loan Agreement; and

WHEREAS, other than as described in Exhibit "A" to the Loan Agreement, the Pledged Revenues have not heretofore been pledged to secure the payment of any obligation, which is currently outstanding; and

WHEREAS, the Loan Agreement shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues, and shall not constitute a general obligation of the Governmental Unit, or a debt or pledge of the full faith and credit of the Governmental Unit or the State; and

WHEREAS, the Governmental Unit desires to provide that distributions of the Pledged Revenues be redirected to the Finance Authority or its assigns pursuant to an Intercept Agreement between the Governmental Unit and the Finance Authority (the "Intercept Agreement") for the payment of amounts due under the Loan Agreement; and

WHEREAS, other than the Pledged Revenues, no tax revenues collected by the Governmental Unit shall be pledged to the Loan Agreement; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the Town Clerk-Treasurer this Ordinance and the forms of the Loan Agreement and Intercept Agreement, which are incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Project to be financed by the Loan is to be used for governmental purposes of the Governmental Unit and will not be used for purposes which would cause the Loan Agreement to be deemed a "private activity bond" as defined by the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Governing Body intends by this Ordinance to authorize the execution and delivery of the Loan Agreement in the amount and for the purposes set forth herein; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the Finance Authority (or its assigns) for the payment of the amounts due under the Loan Agreement, (ii) the use of the proceeds of the Loan Agreement to finance the Project, and (iii) the authorization, execution and delivery of the Loan Agreement and Intercept Agreement which are required to have been obtained by the date of this Ordinance, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE TOWN OF EDGEWOOD, NEW MEXICO:

Section 1. <u>Definitions</u>. As used in this Ordinance, the following capitalized terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

"Act" means the general laws of the State, Sections 3-31-1 through 3-31-12, NMSA 1978, as amended, Section 7-1-6.4, NMSA 1978, as amended, and enactments of the Governing Body relating to the Loan Agreement and Intercept Agreement, including this Ordinance.

"Aggregate Annual Debt Service Requirement" means the total principal and interest payments due and payable pursuant to the Loan Agreement and on all Parity Obligations secured by a pledge of the Pledged Revenues for any one Fiscal Year.

"Authorized Officers" means the Mayor, Administrator and Town Clerk-Treasurer.

"Bonds" means public project revolving fund revenue bonds, if any, issued hereafter by the Finance Authority and specifically related to the Loan Agreement and the Loan Agreement Payments.

"Closing Date" means the date of execution, delivery and funding of the Loan Agreement.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

"Completion Date" means the date of final payment of the cost of the Project.

"Distributing State Agency" means the department or agency of the State, as described on the Term Sheet attached as <a href="Exhibit "A" to the Loan Agreement, authorized to distribute the Pledged Revenues on behalf of the Governmental Unit.

"Expenses" means the cost of execution of the Loan Agreement and the costs of issuance of the Bonds, if any, and the periodic and regular fees and expenses incurred by the Finance Authority in administering the Loan Agreement, including legal fees.

"Finance Authority" means the New Mexico Finance Authority.

"Finance Authority Debt Service Account" means the debt service account in the name of the Governmental Unit and held by the Finance Authority to pay principal and interest on the Loan Agreement as the same become due.

"Fiscal Year" means the period commencing on July 1 in each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

"Governing Body" means the Town Council of the Governmental Unit, or any future successor governing body of the Governmental Unit.

"Governmental Unit" means the Town of Edgewood, New Mexico.

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this entire Ordinance and not solely to the particular section or paragraph of this Ordinance in which such word is used.

"Indenture" means the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and the Trustee, or successor trustee, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, by and between the Finance Authority and the Trustee, or successor trustee, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture (as defined in the Indenture).

"Intercept Agreement" means the Intercept Agreement, between the Governmental Unit and Finance Authority providing for the direct payment by the Distributing State Agency to the Finance Authority of Pledged Revenues in amounts sufficient to pay principal and interest due on the Loan Agreement, and any amendments or supplements to the Intercept Agreement.

"Loan" means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to the Loan Agreement.

"Loan Agreement" means the Loan Agreement dated the Closing Date between the Finance Authority and the Governmental Unit which provides for the financing of the Project and requires payments by or on behalf of the Governmental Unit to the Finance Authority and/or the Trustee.

"Loan Agreement Principal Amount" means the original principal amount of the Loan Agreement as shown on Exhibit "A" to the Loan Agreement.

"Loan Agreement Reserve Account" means the loan agreement reserve account established in the name of the Governmental Unit, funded from the proceeds of the Loan Agreement and administered by the Trustee pursuant to the Indenture.

"Loan Agreement Reserve Requirement" means, with respect to the Loan, the amount shown as the Loan Agreement Reserve Account Deposit on Exhibit "A" to the Loan Agreement, which amount does not exceed the least of: (i) ten percent (10%) of the Loan Agreement Principal Amount; (ii) one hundred twenty-five percent (125%) of the average annual principal and interest requirements under the Loan Agreement; or (iii) the maximum annual principal and interest requirements under the Loan Agreement.

"NMSA" means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented.

"Ordinance" means this Ordinance No. _____ adopted by the Governing Body on November 5, 2014 approving the Loan Agreement and the Intercept Agreement as amended from time to time.

"Parity Obligations" means the Loan Agreement and any other obligations, now or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on parity with the Loan Agreement, including those obligations described on the Term Sheet attached as Exhibit "A" to the Loan Agreement.

"Pledged Revenues" means the State-Shared Gross Receipts Tax Revenues distributed to the Governmental Unit, which is utilizing the Project and benefiting from the Loan Agreement, which distribution is made monthly by the Distributing State Agency (the term "Pledged Revenues" does not include any local option gross receipts tax income received by the Governmental Unit).

"Processing Fee" means the processing fee to be paid on the Closing Date by the Governmental Unit to the Finance Authority for the costs of originating and servicing the Loan, as shown on Exhibit "A" to the Loan Agreement.

"Program Account" means the account in the name of the Governmental Unit established pursuant to the Indenture and held by the Trustee for the deposit of the net proceeds of the Loan Agreement for disbursal to the Governmental Unit for payment of the costs of the Project.

"Project" means the project described in Exhibit "A" to the Loan Agreement.

"State" means the State of New Mexico.

"State-Shared Gross Receipts Tax Revenues" means the revenues from the State gross receipts tax derived pursuant to Section 7-9-4 NMSA 1978, imposed on persons engaging in business in the State, which revenues are remitted to the Governmental Unit monthly by the New Mexico Department of Taxation and Revenue pursuant to Section 7-1-6 and 7-1-6.4 NMSA 1978, and which remittances currently equal one and two hundred twenty-five thousandths percent (1.225%) of the taxable gross receipts reported for the Governmental Unit for the month for which such remittances is made, and which include the distribution to the Governmental Unit made pursuant to Section 7-1-6.46 NMSA 1976, as that distribution relates to the gross receipts tax revenues received pursuant to Section 7-1-6.4, NMSA 1978, which revenues are reduced pursuant to the deductions under Sections 7-9-92 and 7-9-93, NMSA 1978; provided that if an additional amount of such gross receipts tax revenues or other equivalent funds are hereafter provided to be remitted to the Governmental Unit under applicable laws of the State, such additional amounts shall be included as revenues pledged pursuant to the Ordinance; and provided further that the amount of revenues pledged pursuant to the Ordinance shall never be less than the greater of: (i) 1.225% of the taxable gross receipts remitted to the Governmental Unit by the State as set forth above, or (ii) the maximum amount at any time provided hereafter to be remitted to the Governmental Unit under applicable laws of the State; and provided further, the Governmental Unit intends that Section 3-31-6(C) NMSA 1978 applies expressly to the amount of revenues pledged pursuant to the Ordinance.

"Trustee" means BOKF, NA dba Bank of Albuquerque, Albuquerque, New Mexico, or any successor trustee company, national or state banking association or financial institution at the time appointed Trustee by the Finance Authority.

- Section 2. <u>Ratification</u>. All actions heretofore taken (not inconsistent with the provisions of this Ordinance) by the Governing Body and officers of the Governmental Unit directed toward the acquisition of the Project and the execution and delivery of the Loan Agreement and the Intercept Agreement, be, and the same hereby are, ratified, approved and confirmed.
- Section 3. <u>Authorization of the Project, the Loan Agreement and the Intercept Agreement.</u> The acquisition of the Project and the method of financing the Project through execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Governmental Unit.
- Section 4. Findings. The Governmental Unit hereby declares that it has considered all relevant information and data and hereby makes the following findings:

- A. The Project is needed to meet the needs of the Governmental Unit and its residents and the issuance and delivery of the Loan Agreement is necessary and advisable.
- B. Moneys available and on hand for the Project from all sources other than the Loan are not sufficient to defray the costs of acquiring the Project.
- C. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.
- D. It is economically feasible to defray, in whole or in part, the costs of the Project by the execution and delivery of the Loan Agreement.
- E. The Project and the execution and delivery of the Loan Agreement and the Intercept Agreement pursuant to the Act to provide funds for the financing of the Project are necessary and in the interest of the public health, safety and welfare of the residents of and the public served by the Governmental Unit.
- F. The Governmental Unit will acquire the Project, in whole or in part, with the net proceeds of the Loan.
- G. Other than as described in <u>Exhibit "A"</u> to the Loan Agreement, the Governmental Unit does not have any outstanding obligations payable from the Pledged Revenues which it has incurred or will incur prior to the initial execution and delivery of the Loan Agreement and the Intercept Agreement.
- H. The net effective interest rate on the Loan does not exceed twelve percent (12.0%) per annum, which is the maximum rate permitted by State law.
- I. Pursuant to Section 7-1-6.4, NMSA 1978, as amended, the Governmental Unit receives Pledged Revenues from the Distributing State Agency.

Section 5. Loan Agreement and Intercept Agreement - Authorization and Detail.

- A. <u>Authorization</u>. This Ordinance has been adopted by the affirmative vote of at least a three fourths (3/4) majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the Governmental Unit and acquiring the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the Act, execute and deliver the Loan Agreement and the Intercept Agreement evidencing a special, limited obligation of the Governmental Unit to pay a principal amount of \$2,701,038, plus interest thereon, and the execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized. The Governmental Unit shall use the proceeds of the Loan to (i) finance the acquisition of the Project; (ii) fund the Loan Agreement Reserve Account; (iii) pay the Processing Fee. The Project will be owned by the Governmental Unit; and (iv) to make a deposit to the Finance Authority Debt Service Account.
- B. <u>Detail</u>. The Loan Agreement and Intercept Agreement shall be in substantially the forms of the Loan Agreement and Intercept Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted. The Loan shall be in an original aggregate principal amount of \$2,701,038, shall be payable in installments of principal due on May

1 of the years designated in <u>Exhibit "B"</u> to the Loan Agreement and bear interest payable on May 1 and November 1 of each year, beginning on May 1, 2015 the rates designated in <u>Exhibit "B"</u> to the Loan Agreement.

Section 6. Approval of Loan Agreement and Intercept Agreement. The forms of the Loan Agreement and the Intercept Agreement, as presented at the meeting of the Governing Body at which this Ordinance was adopted are hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan Agreement and the Intercept Agreement, with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the Town Clerk-Treasurer is hereby authorized to affix the seal of the Governmental Unit on the Loan Agreement and the Intercept Agreement and attest the same. The execution of the Loan Agreement and the Intercept Agreement by an Authorized Officer shall be conclusive evidence of such approval.

Section 7. Special Limited Obligation. The Loan Agreement shall be secured by the pledge of the Pledged Revenues as set forth in the Loan Agreement and shall be payable solely from the Pledged Revenues. The Loan Agreement, together with other obligations of the Governmental Unit thereunder, shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues as provided in this Ordinance and the Loan Agreement and shall not constitute a general obligation of the Governmental Unit or the State, and the holders of the Loan Agreement may not look to any general or other fund of the Governmental Unit for payment of the obligations thereunder. Nothing contained in this Ordinance or in the Loan Agreement, or any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues), as incurring a pecuniary liability or a charge upon the general credit of the Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in this Ordinance, the Loan Agreement, or any other instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefore to payments required by the Loan Agreement, in its sole and absolute discretion.

Section 8. <u>Disposition of Proceeds: Completion of Acquisition of the Project.</u>

A. Program Account, Finance Authority Debt Service Account and Loan Agreement Reserve Account. The Governmental Unit hereby consents to creation of the Finance Authority Debt Service Account to be held and maintained by the Finance Authority and to the Program Account and the Loan Agreement Reserve Account to be held by the Trustee pursuant to the Indenture, each in connection with the Loan. The Governmental Unit hereby approves: (i) the deposit of a portion of the proceeds of the Loan Agreement in the Program Account and the Finance Authority Debt Service Account; (ii) the deposit of funds in the amount of the Loan Agreement Reserve Requirement in the Loan Agreement Reserve Account; and (iii) the payment of the Processing Fee to the Finance Authority, all as set forth in Exhibit "A" to the Loan Agreement.

The proceeds derived from the execution and delivery of the Loan Agreement shall be deposited promptly upon the receipt thereof in the Program Account, the Loan Agreement Reserve

Account and the Finance Authority Debt Service Account, and the Processing Fee shall be paid to the Finance Authority, all as provided in the Loan Agreement and the Indenture.

Until the Completion Date, the money in the Program Account shall be used and paid out solely for the purpose of acquiring the Project in compliance with applicable law and the provisions of the Loan Agreement and the Indenture.

The Governmental Unit will acquire the Project with all due diligence.

- B. <u>Completion of Acquisition of the Project</u>. Upon the Completion Date, the Governmental Unit shall execute and send to the Finance Authority a certificate stating that acquisition of and payment for the Project have been completed. As soon as practicable, and, in any event, not more than sixty (60) days from the Completion Date, any balance remaining in the Program Account shall be transferred and deposited into the Debt Service Account, as provided in the Loan Agreement and the Indenture.
- C. <u>Finance Authority and Trustee Not Responsible</u>. The Finance Authority and the Trustee shall in no manner be responsible for the application or disposal by the Governmental Unit or by its officers of the funds derived from the Loan Agreement or of any other funds herein designated.
- Section 9. <u>Deposit of Pledged Revenues, Distributions of the Pledged Revenues and Flow of Funds.</u>
- A. <u>Deposit of Pledged Revenues</u>. Pursuant to the Intercept Agreement, Pledged Revenues shall be paid directly by the Distributing State Agency to the Finance Authority for deposit in the Finance Authority Debt Service Account and remittance to the Trustee in an amount sufficient to pay principal, interest, premium, if any, and other amounts due under the Loan Agreement, including sufficient Pledged Revenues in the Loan Agreement Reserve Account to maintain the Loan Agreement Reserve Requirement.
- B. <u>Termination on Deposits to Maturity</u>. No payment shall be made into the Finance Authority Debt Service Account if the amounts in the Finance Authority Debt Service Account and Loan Agreement Reserve Account total a sum at least equal to the entire aggregate amount to become due as to principal, interest on, and any other amounts due under, the Loan Agreement in which case moneys in such account in an amount at least equal to such principal and interest requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided below.
- C. <u>Use of Surplus Revenues</u>. After making all the payments hereinabove required to be made by this Section and any payments required by outstanding Parity Obligations, any moneys remaining in the Debt Service Account shall be transferred to the Governmental Unit on a timely basis and shall be applied to any other lawful purpose, including, but not limited to, the payment of bonds or obligations subordinate and junior to the Loan Agreement, or other purposes authorized by the Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from time to time determine.

- Section 10. <u>Lien on Pledged Revenues</u>. Pursuant to the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged to, and are hereby pledged, and the Governmental Unit grants a security interest therein for, the payment of the principal, interest, and any other amounts due under the Loan Agreement, subject to the uses hereof permitted by and the priorities set forth in this Ordinance. The Loan Agreement constitutes an irrevocable and first lien, but not necessarily an exclusive first lien, on the Pledged Revenues as set forth herein and therein and the Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement.
- Section 11. <u>Authorized Officers</u>. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Ordinance, the Loan Agreement, the Intercept Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance, the Loan Agreement and the Intercept Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance, the Loan Agreement and Intercept Agreement, including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan Agreement and the publication of the summary of this Ordinance set out in Section 17 of this Ordinance (with such changes, additions and deletions as may be necessary).
- Section 12. <u>Amendment of Ordinance</u>. Prior to the date of the initial delivery of the Loan Agreement to the Finance Authority, the provisions of this Ordinance may be supplemented or amended by ordinance of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Ordinance. This Ordinance may be amended without receipt by the Governmental Unit of any additional consideration, but only with the prior written consent of the Finance Authority.
- Section 13. <u>Ordinance Irrepealable</u>. After the Loan Agreement and Intercept Agreement have been executed and delivered, this Ordinance shall be and remain irrepealable until all obligations due under the Loan Agreement shall be fully paid, canceled and discharged, as herein provided.
- Section 14. <u>Severability Clause</u>. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.
- Section 15. <u>Repealer Clause</u>. All bylaws, orders, resolutions, and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.
- Section 16. <u>Effective Date</u>. Upon due adoption of this Ordinance, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Mayor and Town Clerk-Treasurer of the Governmental Unit, and the title and general summary of the subject matter contained in this Ordinance (set out in Section 17 below) shall be published in a newspaper which maintains an office and is of general circulation in the Governmental Unit, or

posted in accordance with law, and said Ordinance shall be in full force and effect thereafter, in accordance with law.

Section 17. <u>General Summary for Publication</u>. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

(Form of Summary of Ordinance for Publication)

Town of Edgewood, New Mexico Notice of Adoption of Ordinance

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. _____, duly adopted and approved by the Governing Body of the Town of Edgewood, New Mexico, on November 5, 2014. A complete copy of the Ordinance is available for public inspection during the normal and regular business hours of the Town Clerk-Treasurer, 1911 Highway 333, Edgewood, New Mexico.

The title of the Ordinance is:

TOWN OF EDGEWOOD, NEW MEXICO ORDINANCE NO. ____

AUTHORIZING THE EXECUTION AND DELIVERY OF AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN THE TOWN OF EDGEWOOD, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, IN THE PRINCIPAL AMOUNT OF \$2,701,038 FOR THE PURPOSE OF PERFORMING SITE WORK AND ACQUIRING AND CONSTRUCTING A FACILITY CONTAINING ADMINISTRATIVE OFFICES, A MUNICIPAL COURT, A LIBRARY, A MULTI-PURPOSE **MEETING** ROOM AND Α SEPARATE DEPARTMENT FOR THE GOVERNMENTAL UNIT, PAYING A LOAN PROCESSING FEE AND FUNDING A LOAN AGREEMENT RESERVE ACCOUNT, AND EVIDENCING THE SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO REPAY THE PRINCIPAL AMOUNT OF \$2,701,038, TOGETHER WITH INTEREST THEREON; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE STATE-SHARED GROSS RECEIPTS TAX DISTRIBUTED TO THE GOVERNMENTAL UNIT BY THE STATE TAXATION AND REVENUE DEPARTMENT PURSUANT TO SECTION 7-1-6.4 NMSA 1978, AS AMENDED; PROVIDING FOR THE DISTRIBUTION OF THE REVENUES OF THE STATE-SHARED GROSS RECEIPTS TAX TO BE REDIRECTED BY THE STATE TAXATION AND REVENUE DEPARTMENT TO THE NEW MEXICO FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; RATIFYING ACTIONS **HERETOFORE** TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

A general summary of the subject matter of the Resolution is contained in its title. This notice constitutes compliance with Section 6-14-6, NMSA 1978.

(End of Form of Summary for Publication)

PASSED, APPROVED AND ADOPTED THIS 5^{TH} OF NOVEMBER, 2014.

TOWN OF EDGEWOOD, NEW MEXICO

By:	
Brad E. Hill, Mayor	
[SEAL]	
ATTEST:	
By: Estefanie B. Muller, CMC, Town Clerk-Treasurer	

Town Council Member Ordinance, duly seconded by Town (Council Member	then moved	adoption (of the	foregoing
The motion to adopt said Or the following recorded vote:	dinance, upon being	put to a vote,	was passe	d and a	dopted on
Those Voting Aye:			_		
			_		
			_		
			_		
Those Voting Nay:					
	<u></u>		_		
			_		
Those Absent:					
			_		
-			_		
() members of the Mayor declared said motion carried Town Clerk-Treasurer signed the Orl Body.	and said Ordinance	adopted, whe	reupon the	Mayor	and the

After consideration of matters not relating to the Ordinance, the meeting on the motion duly made, seconded and unanimously carried, was adjourned.

TOWN OF EDGEWOOD, NEW MEXICO

	By:	
[SEAL]	Brad E. Hill, Mayor	_
ATTEST:		
By: Estefanie B. Muller, CMC, Town C	lerk-Treasurer	

EXHIBIT "A"

Meeting Agenda of the November 5, 2014 Town Council Meeting

(See attached)

STATE OF NEW MEXICO TOWN OF EDGEWOOD COUNTY OF SANTA FE

- I, Estefanie B. Muller, the duly qualified and acting Town Clerk-Treasurer of the Town of Edgewood, New Mexico (the "Governmental Unit"), do hereby certify:
- 1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the Town Council of the Town of Edgewood, New Mexico (the "Governing Body"), constituting the governing body of the Governmental Unit had and taken at a duly called regular meeting held at the Edgewood Community Center, 27 East Frontage Road, Edgewood, New Mexico, on November 5, 2014, at the hour of 6:30 p.m., insofar as the same relate to the execution and delivery of the proposed Loan Agreement and Intercept Agreement, a copy of each of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.
- 2. Said proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.
- 3. Notice of said meeting was given in compliance with the permitted methods of giving notice of regular meetings of the Governing Body as required by the Governmental Unit's open meetings standards presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of November, 2014.

TOWN OF EDGEWOOD, NEW MEXICO

By:		
	Estefanie B. Muller, CMC,	
	Town Clerk-Treasurer	

[SEAL]

STATE OF NEW MEXICO

TOWN OF EDGEWOOD COUNTY OF SANTA FE

The Town Council (the "Governing Body") of the Town of Edgewood, New Mexico, met in regular session in full conformity with law and the rules and regulations of the Governing Body at the Edgewood Community Center, 27 East Frontage Road, Edgewood, New Mexico being the meeting place of the Governing Body for the regular meeting held on the 5th day of November, 2014, at the hour of 6:30 p.m. Upon roll call, the following members were found to be present:

Present:	
Absent:	
	· .
Also Present:	·

Thereupon, there was officially filed with the Town Clerk-Treasurer a copy of a proposed ordinance in final form.

VENT	COUNCIL	REPORT		
VENDOR NAME	DATE DESCRIPTION			PAGE: 1
AAA Organic Pest Control		FUND	DEPARTMENT	
	9/08/14 Pest Control	_		AMOUNT
	9/08/14 Pest Control	OPERATING		7+:
	9/08/14 Pest Control	MUNICIPAL	STREET F MUNICIPAL CORPORA	10.13
	· · ·	POLICE SP	REVENUE PUBLIC SAFETY	40.12
AAA Pumping Service, Inc.			TOTAL:	48.15
- 11dey Inc.	9/22/14 handicap toilet re	on4-1		144.45
		ental OPERATING	FUND Community Center	
AFLAC				133.88
	9/09/14 CANCER PREIMUMS		TOTAL:	133.88
	9/09/14 DISABILITY PREMIUM	OPERATING		
	37 U3/14 HOSPITAL INDEMNITAR		FUND NON-DEPARTMENT	11.12
	9/09/14 AFLAC SICK INDEMNIT		FUND NON-DEPAREMENT	5.08
	9/09/14 DISABILITY PREMIUMS		UND NON-DEPARTMENTS	19.38
	9/09/14 CANCER PREIMUMS	LIBRARY FUN	D NON-DEPARTMENTAL	18.78
	TYPI WOMS	POLICE SP R	EVENUE NON-DEPARTMENTAL	15.12
Administrative occ			DULYNINGALYL	24.90
Administrative Office of the Cou	rts 9/03/14 monthly report fee		TOTAL:	94.38
	monthly report fee	OPERATING FU	UND Judicial	
Albuquerque			oddicial	282.00
Albuquerque Publishing Company	9/22/14 advertising		TOTAL:	282.00
	9/12/14 subscription dues	OPERATING FU	ND Edman (
	dues subscription dues	LIBRARY FUND	- Indice/ Administration	n 223.73
lbuquerque Tents			LIBRARY	234.00
	9/09/14 Tent Rental		TOTAL:	457.73
	1901 Rental	OPERATING FUN	D	
1 4 p			D Animal Control	1,039.30
l 4 Fun Party Rental	9/00/14 5		TOTAL:	1,039.30
	9/09/14 Funhouse Jumper	OPERATING FUND		-/ 405.50
			Animal Control	90.00
l American Collision Center llc	0/02/2		TOTAL:	90.00
	9/03/14 explorer body labor PD	OPERATING FUND		
		THE FOND	Finance/Administration	6 410
drea Corvin	0.400		TOTAL:	
	9/03/14 mileage reimbursement	I.TBDADU		6,412.46
		LIBRARY FUND	LIBRARY	
Zone, Inc.			TOTAL:	33,55
	9/26/14 vehicle maintenance	Militages		33.55
		MONICIPAL STREET	F MUNICIPAL STREETS	
ara Hambek			TOTAL:	6.77
	9/08/14 mileage reimbursement	I Ton-		6.77
		LIBRARY FUND	LIBRARY	
Tarp Financial, Inc.			TOTAL:	9.90
,	9/03/14 safefy cabinet	.		9.90
•		MUNICIPAL STREET	F MUNICIPAL STREETS	
nan Huston			TOTAL:	777.91
	9/26/14 computer maintenance		TOTAL:	777.91
	9/26/14 computer maintenance	OPERATING FUND	Finance/Administration	
	9/26/14 Toner	OPERATING FUND	Judicial	793.03
	9/26/14 computer maintenance	OPERATING FUND	Judicial	68.85
	9/26/14 computer	LIBRARY FUND	LIBRARY	577.02
	9/26/14 computer maintenance	POLICE SP REVENUE		408.67
Pettee		- 205	PUBLIC SAFETY	1,839.78
* GCC66	9/08/14 miles		TOTAL:	3,687.35
	9/08/14 mileage reimbursement	OPERATING FUND	Dr	,
111.		r OTATA	Finance/Administration	30.80
Hill	9/22/14		TOTAL:	30.80
	9/22/14 mileage reimbursement	OPERATING FUND		JV.6U
	`	TWO LOND	Legislative	66 55
			TOTAL:	66.55
				66.55

	COUNCIL R	EPORT	
VENDOR NAME	West to		AGE: 3
	DATE DESCRIPTION	FUND DE PARTMENT	
	9/26/14 sec 16 lease plat		AMOUNT
	9/26/14 police department	OPERATING FUND Finance/Administration	DD 1 000 04
	9/26/14 Rainbow Road	CAPITAL PROJECTS F POLICE	2,071.20
	- Noud	CAPITAL PROJECTS F MUNICIPAL STREETS	14,239.50
Dona Ana Communi		TOTAL:	21,792.10
Dona Ana Community College	9/12/14 Tuition		21, 792.10
		LIBRARY FUND LIBRARY	354.00
EMS ASPECTS LLC		TOTAL:	354.00
	9/12/14 AED's pads	DOLLOS	304.00
		POLICE SP REVENUE PUBLIC SAFETY	138.00
EMW Gas Association		TOTAL:	138.00
	9/03/14 gas bill	OPENATOR	
	9/03/14 gas bill	OPERATING FUND Finance/Administration	50.14
	9/03/14 gas bill	OPERATING FUND Community Center	26.14
	9/03/14 gas bill	MUNICIPAL STREET F MUNICIPAL STREETS	25.28
		POLICE SP REVENUE PUBLIC SAFETY	27.85
ENVIRONMENTAL DYNAMICS, INC		TOTAL:	129.41
	9/09/14 AC facility	CAPITAL PROTECTS -	
	9/09/14 Edgewood police station	CAPITAL PROJECTS F ANIMAL CONTROL	17,864.86
	\	CAPITAL PROJECTS F POLICE	19,445.65
EPCOR WATER		TOTAL:	37,310.51
	9/22/14 water usage	OPERATING FUND Finance/Adminis	
	9/03/14 water usage	Open-	73.52
	9/26/14 water service	Opposition of the contract of	29,57
	9/03/14 water usage		25.78
	9/22/14 water usage	MUNICIPAL STREET F MUNICIPAL STREETS	32.63
	9/03/14 sec 16 consumption 70070	MUNICIPAL STREET F MUNICIPAL STREETS ORECREATION FUND PARKS & DECRETATION	915.08
•	9/26/14 water service	PARKS & RECREATION	4,090.52
		POLICE SP REVENUE PUBLIC SAFETY	68.49
ast Mountain Auto & RV Service		TOTAL:	5,235.59
w belvice	9/03/14 vehicle maintenance	POLICE SP REVENUE PUBLIC SAFETY	
	9/22/14 Brakes - Unit 7	DOT THE	34.95
		POLICE SP REVENUE PUBLIC SAFETY	485.90
st Mountain Specialty, Inc.		TOTAL:	520.85
restey, inc.	9/22/14 PW alarm monitoring	MUNICIPAL CORPORA	
		MUNICIPAL STREET F MUNICIPAL STREETS	80.25
gewood Chamber of Commerce		TOTAL:	80.25
-3.30105	9/03/14 contractor services	OPERATING FUND Finance / Admin.	
		OPERATING FUND Finance/Administration	1,000.00
gewood Commercial LLC	0.60-	TOTAL:	1,000.00
	9/03/14 monthly library lease	LIBRARY FUND LIBRARY	
			4,629.00
ranosa Water & Wastewater	0.400.45	TOTAL:	4,629.00
	9/08/14 meter rental	MUNICIPAL STREET F MUNICIPAL STREETS	
	9/08/14 water usage	MUNICIPAL STREETS MUNICIPAL STREETS	80.00
			77.51
fanie Muller	0.400.41	TOTAL:	157.51
	9/08/14 mileage reimbursement	OPERATING FUND Finance/Admini-	
			57.20
py's Garage Works	9/12/14	TOTAL:	57.20
•	$9/12/14$ water truck maintenance $ m_{M}$	UNICIPAL STREET F MUNICIPAL STREETS	
			266.06
vay Supply	9/22/14 0:	TOTAL:	266.06
	9/22/14 Signs	OLICE SP REVENUE PUBLIC SAFETY	
			405.00
		TOTAL:	405.00

PAGE:

DATE DESCRIPTION			
	<u>F</u> UND	DEPARTMENT	TRUOMA
			INOOPIA
		TOTAL:	79.80
9/08/14 DOT physical Dewayne	Cole MUNICIPAL STRE	ET F MUNICIPAL STREETS	110.00
		TOTAL:	110.00
9/12/14 mileage reimbursemen	OPERATIVE TO THE		
	OPERATING FUND	, -tamener belacion	31.90
- 1		TOTAL:	31.90
9/22/14 advertising	OPERATING FUND	Finance/Administration	796,38
		TOTAL:	796.38
9/12/14 Quarterly dues	OPERATING FUND	T-1	
	TENED FOND		
9/12/14 Park I		TOTAL:	125.00
7/12/14 Registration	OPERATING FUND	Planning & Zoning	339.00
		TOTAL:	339.00
9/03/14 RETIREMENT	OPERATING FUND	NON PROPERTY.	
9/17/14 RETIREMENT			250.00
	OPERATING FUND		250.00
			250.00
	POLICE SP REVENU		425.00 4 25.00
5750714 RETIREMENT	POLICE SP REVENU	E NON-DEPARTMENTAL	425.00
		TOTAL:	2,025.00
9/12/14 Uniforms	POLTOR OF PROPERTY	D. Druph	
	TODEON OF KRAEMO		693.34
9/02/14 1		TOTAL;	693.34
9703/14 membership dues	LIBRARY FUND	LIBRARY	125.00
	•	TOTAL:	125.00
9/08/14 NMLZO reg KAY	OPERATING FUND	Finance (n.)	
9/29/14 NMM clerks reg Bonnie Pe	ett OPERATING FUND		185.00
9708/14 NMLZO reg TRACY	OPERATING FUND		500.00
9/12/14 Recognition Program	POLICE SP REVENUE	PUBLIC SAFETY	185.00 500.00
		TOTAL:	1,370.00
9/03/14 4th quarter membership d	IIA ADEDAMENA DINA		
	GE OPERATING FUND	·	157.58
		TOTAL:	157.58
9/08/14 Notary bond coverage	OPERATING FUND	Finance/Administration	120.00
		TOTAL:	120.00 120.00
9/22/14 Membrane Plates	MACHENAMEN		
	WASTEWATER FUND	Ww Collection Line	4,144.90
		TOTAL:	4,144.90
9/03/14 RETIREMENT CONTRIBUTIONS	OPERATING FUND	NON-DEDARTMENTAL	
9/17/14 RETIREMENT CONTRIBUTIONS	00000		1,583.15
9/30/14 RETIREMENT CONTRIBUTIONS	0.5		1,723.20
9/03/14 RETIREMENT CONTRIBUTIONS	^ -		1,725.86 65.88
9/17/14 RETIREMENT CONTRIBUTIONS	OPERATING FUND	Finance/Administration	926.85
9/17/14 RETIREMENT CONTRIBUTIONS	OPERATING FUND	Finance/Administration	1,052.43
			-1002.40
9/30/14 RETIREMENT CONTRIBUTIONS		inance/Administration	1.054.92
9/03/14 RETIREMENT CONTRIBUTIONS	OPERATING FUND	Finance/Administration Finance/Administration	1,054.82
9/03/14 RETIREMENT CONTRIBUTIONS 9/03/14 RETIREMENT CONTRIBUTIONS 9/17/14 RETIREMENT CONTRIBUTIONS	OPERATING FUND	rinance/Administration Finance/Administration Judicial	1,054.82 68.76 138.59
	9/12/14 mileage reimbursement 9/22/14 advertising 9/12/14 Quarterly dues 9/12/14 Registration 9/03/14 RETIREMENT 9/17/14 RETIREMENT 9/30/14 RETIREMENT 9/30/14 RETIREMENT 9/30/14 RETIREMENT 9/30/14 RETIREMENT 9/12/14 Uniforms 9/03/14 MMLZO reg KAY 9/29/14 NMM clerks reg Bonnie Pereceptor of the program 9/08/14 NMLZO reg TRACY 9/12/14 Recognition Program 9/03/14 Ath quarter membership deceptor of the program 9/03/14 Ath quarter membership deceptor of the program 9/03/14 Retirement Contributions 9/17/14 RETIREMENT CONTRIBUTIONS 9/17/14 RETIREMENT CONTRIBUTIONS 9/30/14 RETIREMENT CONTRIBUTIONS 9/03/14 RETIREMENT CONTRIBUTIONS	9/12/14 mileage reimbursement OPERATING FUND 9/12/14 advertising OPERATING FUND 9/12/14 Registration OPERATING FUND 9/13/14 RETIREMENT OPERATING FUND 9/03/14 RETIREMENT OPERATING FUND 9/03/14 RETIREMENT OPERATING FUND 9/03/14 RETIREMENT POLICE SP REVENU 9/17/14 RETIREMENT POLICE SP REVENU 9/13/14 RETIREMENT POLICE SP REVENU 9/13/14 Uniforms POLICE SP REVENU 9/12/14 Uniforms POLICE SP REVENU 9/03/14 membership dues LIBRARY FUND 9/08/14 NMLZO reg KAY OPERATING FUND 9/08/14 NMLZO reg TRACY OPERATING FUND 9/08/14 NMLZO reg TRACY OPERATING FUND 9/08/14 NMLZO reg TRACY OPERATING FUND 9/08/14 Ath quarter membership due OPERATING FUND 9/08/14 Notary bond coverage OPERATING FUND 9/03/14 RETIREMENT CONTRIBUTIONS	9/08/14 DOT Physical Dewayne Cole MUNICIPAL STREET F MUNICIPAL STREETS TOTAL: 9/12/14 mileage reimbursement OPERATING FUND Finance/Administration TOTAL: 9/12/14 mileage reimbursement OPERATING FUND Finance/Administration TOTAL: 9/12/14 devertising OPERATING FUND Finance/Administration TOTAL: 9/12/14 Quarterly dues OPERATING FUND Finance/Administration TOTAL: 9/12/14 Registration OPERATING FUND NON-DEPARTMENTAL OPERATING FUND NON-DEPARTMENTAL NON-DEPARTMENTAL OPERATING FUND NON-DEPARTMENTAL OPERATMENTAL OPER

PAGE:

TOTAL:

806.18

VENDOR NAME DATE DESCRIPTION DEPARTMENT AMOUNT Rich Ford Sales 9/22/14 Oil Change OPERATING FUND Animal Control 42.00 9/12/14 Oil Change POLICE SP REVENUE PUBLIC SAFETY 42.00 9/22/14 Oil Change POLICE SP REVENUE PUBLIC SAFETY 42.00 9/22/14 Oil Change POLICE SP REVENUE PUBLIC SAFETY 42.00 TOTAL: 168.00 Robles, Rael & Anaya 9/09/14 attorney fees OPERATING FUND Finance/Administration 11,436.86 9/09/14 indigent fees OPERATING FUND Judicial 738.30 9/09/14 attorney fees OPERATING FUND Judicial 128.40 TOTAL: 12,303.56 Rocking V Water Services Corporation 9/22/14 pumping grease removal WASTEWATER FUND Ww Collection Line 4,654.43 9/22/14 samples WASTEWATER FUND Ww Collection Line 2,658.70 9/22/14 muriatic acid WASTEWATER FUND Ww Collection Line 9/22/14 remove cassette clean plat WASTEWATER FUND 105.51 Ww Collection Line 9/22/14 WWTP services 3,360.00 WASTEWATER FUND Ww Collection Line 8,964.51 TOTAL: 19,743.15 SPEC 9/12/14 Polymer WASTEWATER FUND Ww Collection Line 794.05 TOTAL: 794.05 Santa Fe County 9/16/14 JPA-RECC POLICE SP REVENUE PUBLIC SAFETY 6,250.00 TOTAL: 6,250.00 Secretary of State 9/08/14 Notary Public app Dora Gar OPERATING FUND Finance/Administration 20.00 9/09/14 Notary application Kay OPERATING FUND Finance/Administration 9/09/14 Notary application Tracy POLICE SP REVENUE 20.00 PUBLIC SAFETY 20.00 TOTAL: 60.00 Southwest Copy Systems, Inc. 9/26/14 copier maintenance OPERATING FUND Finance/Administration 51.36 9/26/14 copier maintenance POLICE SP REVENUE PUBLIC SAFETY 51.36 TOTAL: 102.72 Southwest Cyberport 9/12/14 internet service OPERATING FUND Judicial 9/12/14 internet service 29.69 WASTEWATER FUND Ww Collection Line 21.14 TOTAL: 50.83 Southwest Rubber Stamp 9/26/14 Notary stamp Kay OPERATING FUND Finance/Administration _ 32.32 TOTAL: 32.32 THE HARTFORD 9/09/14 Life Premiums OPERATING FUND NON-DEPARTMENTAL 103.44 9/09/14 Life Premiums MUNICIPAL STREET F NON-DEPARTMENTAL 9/09/14 Life Premiums 105.64 POLICE SP REVENUE NON-DEPARTMENTAL <u>45.1</u>2 TOTAL: 254.20 he Independent 9/26/14 advertising OPERATING FUND Finance/Administration 190.28 9/26/14 Woofstock advertising OPERATING FUND Animal Control 9/26/14 Edgewood PD safety fair 290.29 POLICE SP REVENUE PUBLIC SAFETY 161.81 TOTAL: 642.38 ony's Service Center 9/09/14 flat tire repair OPERATING FUND Animal Control 16.50 9/26/14 flat tire repair POLICE SP REVENUE PUBLIC SAFETY 14.50 TOTAL: 31.00 otal Equipment and Rental, LLC 9/26/14 boot kit/35 bristles MUNICIPAL STREET F MUNICIPAL STREETS 806.18

VENDOR NAME

	A S O K I	PAGE:	9
DATE DESCRIPTION	FUND DEPARTMENT		
0/20/44	SSCIENTING		AMOUNT
9/30/14 FICA W/H	LIBRARY FUND NON-DEPARTMENTAL		
9/03/14 MEDICARE W/H	LIBRARY FUND NON-DEPARTMENTAL		145.10
9/17/14 MEDICARE W/H	LIBRARY FUND NON-DEPARTMENTAL		36,43
9/30/14 MEDICARE W/H	LIBRARY FUND NON-DEPARTMENTAL		31.37
9/03/14 FICA W/H	LIBRARY FUND LIBRARY		33.94
9/17/14 FICA W/H	LIBRARY FUND LIBRARY		155,77
9/30/14 FICA W/H	LIBRARY FUND LIBRARY		134.13
9/03/14 MEDICARE W/H	LIBRARY FUND LIBRARY		145.10
9/17/14 MEDICARE W/H	LIBRARY FUND LIBRARY		36.43
9/30/14 MEDICARE W/H	LIBRARY FUND LIBRARY		31.37
9/03/14 FED W/H	MUNICIPAL STREET F NON-DEPARTMENTAL		33.94
9/17/14 FED W/H	MUNICIPAL STREET F NON-DEPARTMENTAL		378.81
9/30/14 FED W/H	MUNICIPAL STREET F NON-DEPARTMENTAL		381.01
9/03/14 FICA W/H	MUNICIPAL STREET B NOW -DEPARTMENTAL		344.45
9/17/14 FICA W/H	MUNICIPAL STREET F NON-DEPARTMENTAL		364.03
9/30/14 FICA W/H	MUNICIPAL STREET F NON-DEPARTMENTAL		365.39
9/03/14 MEDICARE W/H	MUNICIPAL STREET F NON-DEPARTMENTAL		339.91
9/17/14 MEDICARE W/H	MUNICIPAL STREET F NON-DEPARTMENTAL		85.13
9/30/14 MEDICARE W/H	MUNICIPAL STREET F NON-DEPARTMENTAL		85.45
9/03/14 FICA W/H	MUNICIPAL STREET F NON-DEPARTMENTAL		79.49
9/17/14 FICA W/H	MUNICIPAL STREET F MUNICIPAL STREETS		364.03
9/30/14 FICA W/H	MUNICIPAL STREET F MUNICIPAL STREETS		365.39
9/03/14 MEDICARE W/H	MUNICIPAL STREET F MUNICIPAL STREETS		339.91
9/17/14 MEDICARE W/H	MUNICIPAL STREET F MUNICIPAL STREETS		85.13
9/30/14 MEDICARE W/H	MUNICIPAL STREET F MUNICIPAL STREETS		85.45
9/03/14 FED W/H	MUNICIPAL STREET F MUNICIPAL STREETS		79.49
9/17/14 FED W/H	RECREATION FUND NON-DEPARTMENTAL		42.60
9/03/14 FICA W/H	RECREATION FUND NON-DEPARTMENTAL		42.60
9/17/14 FICA W/H	RECREATION FUND NON-DEPARTMENTAL		56.54
9/30/14 FICA W/H	RECREATION FUND NON-DEPARTMENTAL		56.54
9/03/14 MEDICARE W/H	RECREATION FUND NON-DEPARTMENTAL		28.27
9/17/14 MEDICARE W/H	RECREATION FUND NON-DEPARTMENTAL		13.22
9/30/14 MEDICARE W/H	RECREATION FUND NON-DEPARTMENTAL		13.22
9/03/14 FICA W/H	RECREATION FUND NON-DEPARTMENTAL		
9/17/14 FICA W/H	RECREATION FUND PARKS & RECREATION		6.61
	RECREATION FUND PARKS & RECREATION		56.54
9/30/14 FICA W/H	RECREATION FUND PARKS & RECREATION		56.54
9/03/14 MEDICARE W/H	RECREATION FUND PARKS & RECREATION		28.27
9/17/14 MEDICARE W/H	RECREATION FUND PARKS & RECREATION		13.22
9/30/14 MEDICARE W/H	RECREATION FUND PARKS & RECREATION		13.22
9/03/14 FED W/H	POLICE SP REVENUE NON-DEPARTMENTAL		6.61
9/17/14 FED W/H	POLICE SP REVENUE NON-DEPARTMENTAL		609.72
9/30/14 FED W/H	POLICE SP REVENUE NON-DEPARTMENTAL		009.38
9/03/14 FICA W/H	POLICE SP REVENUE NON-DEPARTMENTAL		670.88
9/17/14 FICA W/H			069.09
9/30/14 FICA W/H	70.	1,	253.69
9/03/14 MEDICARE W/H	POLICE SP REVENUE NON-DEPARTMENTAL POLICE SP REVENUE NON-DEPARTMENTAL	1,	148.15
9/17/14 MEDICARE W/H	POLICE SP REVENUE NON DEPARTMENTAL	i	250.02
9/30/14 MEDICARE W/H	POLICE SP REVENUE NON-DEPARTMENTAL POLICE SP REVENUE NON-DEPARTMENTAL	:	293.20
9/03/14 FICA W/H	200	í	268.50
9/17/14 FICA W/H	DOT	1,0	169.09
9/30/14 FICA W/H		1,2	53.69
9/03/14 MEDICARE W/H	POLICE SP REVENUE PUBLIC SAFETY		48.15
9/17/14 MEDICARE W/H	POLICE SP REVENUE PUBLIC SAFETY		50.02
9/30/14 MEDICARE W/H	POLICE SP REVENUE PUBLIC SAFETY		93.20
, 	POLICE SP REVENUE PUBLIC SAFETY		68.50
	TOTAL:		15 13

33,105.13

VENDOR NAME		DATE DESCRIPTION		•	PA	GE: 11
**PAYROLL EXPENSES		9/01/2014 -		POLICE SP REVENUE	DEPARTMENT Legislative Finance/Administratio Judicial Animal Control Planning & Zoning	3,302.40 5,782.02
	are.				LIBRARY MUNICIPAL STREETS PARKS & RECREATION PUBLIC SAFETY TOTAL:	2,641.61 5,079.66 12,372.44 1,824.00 39,216.13 94,263.84
	100 OPERATING FUND 211 LAW ENFORCEMENT FUND 213 LIBRARY FUND 216 MUNICIPAL STREET FUND 217 RECREATION FUND 299 POLICE SP REVENUE FUND 399 CAPITAL PROJECTS FUND 503 WASTEWATER FUND 600 IMPACT FEE ESCROW FUND	128,22 360 14,783 31,414 6,974 89,712 53,621 29,774 4,566.	8.39 6.89 3.95 68 60 30 21			
	~~	GRAND TOTAL:	359,443.	 26		